



## 2022 Watermark Scholars Program - Official Rules

This 2022 Watermark Scholars Program (“Program”) is sponsored by Watermark Insights, LLC, with an office located at 71 W 23 rd Street, New York NY 10010 (hereinafter, “the Sponsor”).

**1. Overview:** Watermark, a pioneer in educational intelligence, welcomes entrants to a scholarship program aimed to provide opportunities to United States (US) based community college students. Two (2) students will be selected from the pool of applicants, and subject to these Official Rules, the awardees will each receive \$5,000.00 USD to help continue their education.

**2. Eligibility:** The Program is only open to U.S. citizens and legal residents of the fifty (50) United States and the District of Columbia, who are (i) at least eighteen (18) years of age or older, and (ii) currently enrolled as a student at a community college within the United States (or the District of Columbia) for the 2021-2022 academic year. Employees of the Sponsor and their immediate family members and/or those living in the same household are not eligible to participate or win. The Program is subject to all applicable federal, state, and local laws and registrations.

**3. Agreement to Official Rules:** By participating in the Program, each entrant (“Entrant”) fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsor, which are final and binding.

**4. Timing:** Entries to the Program shall be accepted between August 15 at 12:00 AM Eastern Standard Time (“EST”) and August 31, 2022 at 11:59 PM EST (the “Promotion Period”). Sponsor’s computer is the official time keeping device for this event.

**5. How to Enter:** At any time during the Program Period, Entrants may apply by submitting a video on the following topic: “What challenges have you overcome to be a successful student and what are you inspired to do after graduation?” Videos can be up to but should not exceed two (2) minutes. Submissions will be accepted via entry form placed on <https://www.watermarkinsights.com/watermark-scholars/>. One entry per Entrant. Use of any automated system to submit entries is prohibited and will result in disqualification.

**6. Selection of Winners:** Winners will be chosen by a group of Watermark Insights, LLC employees on behalf of Sponsor. The first 1,000 entries will be judged by Watermark based on their content, communication skills, and vision. Sponsor’s decisions as to the administration of the event and the selection of potential winners are final, and shall be in Sponsor’s sole discretion. One entry per person. Winners will be notified on or around September 15, 2022 via email. Winners will have 72 hours from the time of Sponsor’s email notification to claim their prize. Entrants selected must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements.



**7. Prizes:** If timely claimed, Sponsor will award two grand prizes of \$5,000 USD, which will be paid directly to the Entrant's university ("Scholarship Award"). No substitution, assignment, or transfer of prizes permitted, except by Sponsor, who reserves the right to substitute any prize or combination of prizes with another prize of greater or equal value. For the avoidance of doubt, there is no cash value for the prize. Participant must complete an Affidavit of Eligibility and Release in order to collect the prize. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. SCHOLARSHIP AWARDS ARE NONTRANSFERABLE AND MAY AFFECT ELIGIBILITY FOR OTHER FINANCIAL ASSISTANCE. PLEASE CONTACT YOUR COMMUNITY COLLEGE IN ORDER TO CONFIRM WHAT (IF ANY) IMPACT THIS SCHOLARSHIP AWARD COULD HAVE ON YOUR FINANCIAL AID. YOU ARE ENCOURAGED TO CONSULT WITH YOUR SCHOOLS' FINANCIAL AID OFFICE OR WITH YOUR PERSONAL OR FAMILY ADVISOR TO DETERMINE WHETHER ANY PORTION OF YOUR PRIZE IS TAXABLE INCOME THAT NEEDS TO BE REPORTED TO THE INTERNAL REVENUE SERVICE.

**8. Publicity:** Except where prohibited, by entering the Program as described in the "How to Enter" section above, Entrants agree to have their entry, along with their name, city, state, and institution published on the Watermark Insights, LLC website and used in other Watermark promotional materials, at any time or times, without additional consideration, compensation, permission or notification, including their photograph, video, image, name, and likeness, in perpetuity. Entrants agree that Sponsor shall own the entries, which will not be acknowledged or returned, and that Sponsor and its designees shall have the perpetual, worldwide right to edit, publish, and use the entries in any way and in any media for advertising, promotional, and/or other purposes as Sponsor and/or its designees may determine without further consideration to entrants or any third party.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Program if fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes among the eligible entries received up to the time of the impairment, or to cancel without awarding any prizes. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Program or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Program is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. Release and Limitations of Liability:** By participating in this Program, Entrants agree that Sponsor, and their affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, web site providers, web masters, and their respective officers, directors, employees, representatives and



agents (the "Released Parties") are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Program; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Program; (4) technical or human error which may occur in the administration of the Program or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Program or receipt or use or misuse or loss of the Prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Program, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes at random from all legitimate, un-awarded, eligible entries. BY PARTICIPATING IN THIS PROGRAM, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS PROGRAM OR IN ANY PROMOTION RELATED ACTIVITY, INCLUDING ACCESS TO AND USE OF EACH WEBSITE ASSOCIATED WITH THIS PROGRAM OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASES HEREUNDER ARE INTENDED TO APPLY TO ALL CLAIMS NOT CURRENTLY KNOWN OR SUSPECTED TO EXIST, WITH THE INTENT OF WAIVING THE EFFECT OF LAWS REQUIRING THE INTENT TO RELEASE FUTURE UNKNOWN CLAIMS. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROGRAM, INCLUDING EACH WEBSITE ASSOCIATED WITH THIS PROGRAM AND THE PRIZE, 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 EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**11. Dispute Resolution:** Entrant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant(a) and Sponsor and its agencies, shall be governed by and construed exclusively in accordance with the laws of the State of Texas without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any



jurisdiction other than Texas. Entrant agrees that any action at law or in equity arising out of or relating to this Program, or awarding of the prizes, shall be filed only in the state or federal courts located in the County of Austin, Texas and Entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Program, Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Program, or awarding of the prizes, 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 participating in this Program but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations of exclusion of liability for incidental or consequential damages, so the above may not apply to you.

**12. Severability:** The provisions of these Official Rules are severable, and in the event any provision is determined to be invalid or unenforceable, the remaining provisions will remain in effect.

**13. Entrant's Personal Information:** Information collected from entrants is subject to Watermark's Privacy Policy, currently available at <https://www.watermarkinsights.com/legal/privacy-statement/>.

**14. Miscellaneous.** No purchase is necessary to enter or win. Void where prohibited by law.

If you have questions, please email us at [questions@watermarkinsights.com](mailto:questions@watermarkinsights.com)