



2019-2020
Sallie Mae Scholarship Contest
Official Rules

NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. Contest begins on January 14, 2019 and Entries must be postmarked no later than April 5, 2019 (“Contest Period”).

- 1. ELIGIBILITY:** The Sallie Mae Scholarship Contest (“Contest”) is open only to legal residents of the State of Utah living in Davis, Salt Lake, Tooele, Utah or Weber County, who:
- (i) attend an accredited institution located in Davis, Salt Lake, Tooele, Utah, or Weber County; or
 - (ii) if attending an online accredited institution, live in Davis, Salt Lake, Tooele, Utah, or Weber County;
 - (iii) have a 3.25 Grade Point Average or better out of a 4.0 maximum (or WGU pass equivalent); and
 - (iv) are enrolled full-time (12 credits or more per semester for Fall and Winter/Spring); or are enrolled full-time for one semester and are in practicum for the other semester;
 - (v) are enrolled in one of the following programs an undergraduate program or bachelor's degree in:
 - a. Nursing Associate (RN)
 - b. Nursing
 - c. Respiratory Therapy
 - d. Teaching
 - e. Engineering (Chemical, Civil, Computer, Software, Electrical, Environmental, Mechanical, or Technology)
 - f. Technology (Information Systems, Network Management, or Technology Management), or
 - g. a transfer program in Pre-Engineering;
 - (vi) according to the Entrant's most recent FAFSA, have a total gross income of not more than what is specified for the county in which the student resides, as follows:
 - a. \$61,440 or less for Davis County
 - b. \$63,760 or less for Salt Lake County
 - c. \$63,760 or less for Tooele County
 - d. \$59,760 or less for Utah County
 - e. \$61,440 or less for Weber County; and
 - (vii) are US citizens (each, an “Entrant”).

Employees of Sallie Mae Bank ("Sponsor") and its parents, affiliates, subsidiaries, advertising, promotion and fulfillment agencies (collectively, “Related Entities”) and members of their immediate family or household of each are not eligible. Void where prohibited by law. This Contest is subject to all applicable federal, state and local laws and

regulations. For purposes of this Contest, an Entrant's total gross income shall be calculated using the information contained in the Entrant's submitted FAFSA, as follows:

| | |
|--|------------|
| Student's Gross Income | \$ _____ |
| Spouse's Gross Income (if married) | + \$ _____ |
| Parents' Gross Income (if claimed as dependent*) | + \$ _____ |
| Total Gross Income as Reported on FAFSA | = \$ _____ |

*To be claimed as a dependent, the Entrant must either be living with his/her parents, having school paid for by his/her parents, or having more than 50% of expenses paid for by his/her parents.

- 2. SPONSOR:** The Sponsor of this Contest is Sallie Mae Bank, 175 S. West Temple, STE 600, Salt Lake City, UT 84101.
- 3. HOW TO ENTER:** Entrants must provide entries (each, an "Entry"), consisting of (i) the completed scholarship application form; (ii) the Entrant's most recent official transcript evidencing a minimum 3.25 GPA (or WGU equivalent); (iii) a copy of the Entrant's most recent completed FAFSA; (iv) a one page typed or two-page hand written essay (no exceptions), signed in ink by the Entrant (Entrants should include academic/career goals, community service, qualities or characteristics the Entrant possesses, goals reached, challenges or adversity that has been overcome, and any other pertinent information the Entrant would like to present about him/herself); and (v) one (1) signed in ink letter of recommendation from a teacher, professor, or employer with direct knowledge of the Entrant's abilities and potential. Entries must be mailed to the following address: Sallie Mae Bank, 175 S. West Temple, STE 600, Salt Lake City, UT 84101, Attention: Scholarship Processing. Limit of one (1) Entry per Entrant during the Contest Period. Sponsor is not responsible for Entries that are lost, late, misdirected, illegible and/or incomplete due to computer or electronic malfunction or other error. All Entries become the property of the Sponsor upon submission and will not be acknowledged or returned and the Sponsor has the right to dispose of the Entries at Sponsor's discretion. By submitting an Entry, each entrant agrees to abide by the terms of these Official Rules and the Sallie Mae Privacy Policy. Unreadable, inaccurate, unintelligible, or Entries which otherwise do not comply with these Official Rules will be disqualified.

By submitting an Entry, each Entrant consents to receive from the Sponsor an email notifying such Entrant if he or she is a potential Scholarship winner. Entrants, by entering this Contest, acknowledge that Entries or portions thereof may be posted at Sponsor's website or social media platforms, including but not limited to Facebook, Twitter or SallieMae.com at Sponsor's sole discretion. Sponsor has no obligation to use or post any Entry submitted. The use of all or a part of any Entry content by Sponsor or any Related Entity does not have any effect on the winner selection process. Entries posted are the views/opinions of the individual Entrant and do not reflect the views of Sponsor in any manner. Entrants, by entering this Contest, grant Sponsor and the Related Entities a worldwide, irrevocable, exclusive, assignable, transferable, unqualified, unrestricted, royalty-free license and right to edit, modify, publish, use, reuse, distribute, display, copy and otherwise exploit the Entry content or any part thereof (with or without the Entrant's name and city/state), and any materials based thereon or derived from, in any manner and in any media (whether now known or later developed), for any lawful purposes whatsoever (noncommercial or commercial), including, without limitation, for use in the commercial packaging and point-of-sale materials, or for promotion, marketing or advertising of Sponsor, or any Related Entity, each of their respective brands and/or products in any medium (whether now or hereafter known) throughout the world in perpetuity without further permission, notification, consideration, or payment to the Entrant, except

where prohibited by law. In addition, Entrants, by entering this Contest, forever waive in favor of Sponsor all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that may preclude the use of an Entry (or any part thereof) as granted herein, or require Entrant’s permission to use the Entry (or any part thereof) for the purposes stated herein.

4. **JUDGING CRITERIA:** Twenty-Two (22) Winners will be selected on or about May 10, 2019 from all Entries received during the Contest Period. All Entries that are in compliance with all terms and conditions of these Rules will be judged on the basis of the following criteria, as demonstrated by the Entrant’s essay and the submitted letter of recommendation:
 - a. Community Service (50%): Commitment to the community and/or helping others in school or in the community.
 - b. Personal Achievement (50%): Having faced challenge or adversity and overcome it.

The Winners will be determined by judges from the Sponsor’s staff who will rank each eligible Entry on the basis of a composite score based on equal weighting of the criteria. In the event of a tie, the Entrant with the highest Grade Point Average will be declared a Finalist. In the event of a further tie, Sponsor in its sole discretion shall choose a Winner based on an evaluation of which Entry is superior overall taking all categories into consideration. The Contest contains no elements based on chance. The standards applied during the judging process focuses on assessing each entry’s properties. By the mere submission of an Entry, an Entrant acquires no automatic right to be awarded a Scholarship, nor any other right except for the right to have such Entry reviewed and evaluated subject to these Official Rules. The decisions of Sponsor shall be final. Sponsor will not correspond with Entrants about the determination of the winner other than as expressly provided in these Rules.

5. **TWENTY-TWO (22) SCHOLARSHIPS:** Twenty-Two (22) Scholarship Winners will receive Five Thousand Dollar scholarships (\$5,000.00) each. Scholarship awards are payable in equal disbursements to the Winner’s school for up to two (2) semesters, to cover the cost of qualified tuition, fees, books and supplies. Scholarship awards may not exceed the total of such qualified costs. Scholarship awards are for undergraduate study only, and must be utilized within the academic year in which they are awarded. In the event a Winner fails to utilize his or her full Scholarship amount or drops below twelve (12) credits per semester, any remaining Scholarship funds may be forfeited at Sponsor’s sole discretion. ALL EXPENSES, FEDERAL, STATE AND LOCAL TAXES AND COSTS ASSOCIATED WITH ACCEPTANCE AND USE OF SCHOLARSHIP NOT SET FORTH IN THESE RULES ARE THE OBLIGATION OF EACH SCHOLARSHIP WINNER. No assignment, transfer or substitution of any Scholarship is permitted by a Scholarship Winner. Entrants agree that if a Scholarship Winner is found to have violated these Official Rules, or otherwise does not meet the eligibility criteria, such Scholarship will be forfeited and awarded to an alternate Scholarship Winner from among all remaining eligible Entries, based on the judging criteria set forth herein. Sponsor reserves the right to substitute any Scholarship for a different Scholarship of equal or greater value, in its sole discretion. Sponsor is solely responsible for providing the Scholarships.
6. **NOTIFICATION OF SCHOLARSHIP WINNERS:** The potential Scholarship Winners will be notified by Sponsor via U.S. mail on or about five (5) business days from the May 10, 2019 date of the Winner selection. Potential Scholarship Winners will each be required to execute and return an Affidavit of Eligibility and Liability and Publicity Release (where permitted) within five (5) days of

notification attempt or such Scholarship will be forfeited and an alternate Scholarship Winner will be selected from among all remaining eligible Entries, based on the judging criteria set forth herein. In the event a potential Scholarship Winner's Affidavit/Release Form is returned to the Sponsor as undeliverable or a potential Scholarship Winner is determined to be ineligible in accordance with these Official Rules, such Scholarship will be forfeited and awarded to an alternate potential Scholarship Winner from among all remaining eligible Entries, based on the judging criteria set forth herein. Winner may be required to agree to a criminal and personal social media background investigation during the winner notification process. In the event any such criminal background investigation consists of any criminal record, the Sponsor reserves the right, at its sole discretion, to disqualify that Scholarship Winner. In the event any such Scholarship Winner's personal social media investigation consists of content found in any social medium that is false or contains misleading claims about Sponsor and its products or services, that defames, misrepresents or contains disparaging remarks about Sponsor, its products or services, or other people or companies; or communicates any message or image that is inconsistent with Sponsor's positive image and/or good will with which Sponsor wishes to associate or contains content that violates any rule, law or regulation, the Sponsor reserves the right, at its sole discretion, to disqualify that Scholarship Winner. The potential Scholarship Winner will not be deemed a Scholarship Winner until his/her submission of notification materials is verified. The Scholarship will be awarded provided it is properly claimed. Twenty-Two (22) Scholarships as stated in these Official Rules will be awarded.

7. **GENERAL:** Entrants, by entering this Contest: (1) agree to be bound by these Official Rules; (2) agree to release Sponsor and the Related Entities from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury and/or death arising out of participating in this Contest, or the acceptance, possession, use or misuse of any Scholarship and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery; and (3) consent to the use of his/her full name, voice, picture, and likeness for advertising and promotional purposes in any medium throughout the world in perpetuity without additional compensation unless prohibited by law, and (4) acknowledged that the stated parties have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Scholarship, including but not limited to its quality, mechanical condition, or fitness for a particular purpose. Sponsor may prohibit individuals from participating in Contest and disqualify entries if they (1) attempt to enter the Contest through any means other than as described in these Official Rules; (2) attempt to disrupt the Contest or circumvent the terms and conditions of these Official Rules in any way; or (3) repeatedly show a disregard for the Contest Official Rules or act (a) in an unsportsmanlike manner, or (b) with an intent to annoy, abuse, threaten or harass any other entrant or Sponsor. Sponsor's decisions with respect to the Contest are final. In the event the Sponsor or Related Entities are prevented from continuing with this Contest or the integrity and/or feasibility of the Contest is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute, or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial or local government law, order of regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's or Related Entities' control (each a "Force Majeure" event) the Sponsor and Related Entities shall have the right, in their sole discretion, to abbreviate, modify, suspend, cancel or terminate the Contest without notice or further obligation. If the Sponsor or Related Entities, in their discretion, elect to abbreviate, cancel or terminate the Contest as a result of a Force Majeure event, the Sponsor and Related Entities reserve the right, but shall have no obligation, to award the Scholarships from among all valid and eligible Entries received up to the time of such Force Majeure event.

- 8. INTERNET:** If for any reason this Contest is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest, at which time, Sponsor will award the Scholarships from among all eligible Entries received at the time of the Contest termination. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor and Related Entities are not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. SPONSOR IS NOT RESPONSIBLE FOR INCOMPATIBILITY OF ENTRANT'S HARDWARE, SOFTWARE OR BROWSER TECHNOLOGY WITH SPONSOR'S HARDWARE, SOFTWARE OR BROWSER TECHNOLOGY. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. The use of automated devices is not valid for entry.
- 9. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to this Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Utah law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. 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. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL**

CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

ENTRANTS, BY PARTICIPATING IN THE CONTEST, AND WINNERS, BY ACCEPTING A SCHOLARSHIP, AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY SCHOLARSHIP AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANTS HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY OR ENTRANT.

- 10. GOVERNING LAW & JURISDICTION:** The Official Rules and the Contest are governed by U.S. law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Utah, without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in "Binding Arbitration" Section of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Utah.
- 11. WINNERS LIST:** To obtain the names of the Winners, available after June 3, 2019, send a stamped, self-addressed envelope to: Sallie Mae 2019-2020 Scholarship Contest Winners, 175 S. West Temple, STE 600, Salt Lake City, Utah 84101, Attn: Scholarship Processing
- 12. OFFICIAL RULES:** For a printed copy of the Official Rules, send a stamped, self-addressed envelope (VT residents need not affix return postage) to: Sallie Mae 2019-2020 Scholarship Contest, 175 S. West Temple, STE 600, Salt Lake City, Utah 84101, Attn: Scholarship Processing

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175 S. West Temple, Suite 600
Salt Lake City, UT 84101

scholarshipsSMB@salliemae.com

Telephone: 801-320-3775

Sallie Mae Bank 2019 - 2020 Scholarship Application

BEFORE COMPLETING THE APPLICATION READ THE ENTIRE SALLIE MAE SCHOLARSHIP CONTEST RULES

Please indicate the program/degree in which you are enrolled:

- | | |
|---|---|
| <input type="checkbox"/> Nursing Associate (RN) | <input type="checkbox"/> Environmental Engineering |
| <input type="checkbox"/> Respiratory Therapy | <input type="checkbox"/> Mechanical Engineering |
| <input type="checkbox"/> Nursing | <input type="checkbox"/> Computer Engineering |
| <input type="checkbox"/> Teaching | <input type="checkbox"/> Software Engineering |
| <input type="checkbox"/> Pre-Engineering | <input type="checkbox"/> Computer Science |
| <input type="checkbox"/> Chemical Engineering | <input type="checkbox"/> Engineering Technology |
| <input type="checkbox"/> Civil Engineering | <input type="checkbox"/> Information Systems Technology |
| <input type="checkbox"/> Computer Engineering | <input type="checkbox"/> Network Management Technology |
| <input type="checkbox"/> Electrical Engineering | <input type="checkbox"/> Technology Management |

Please indicate your full-time status by semester: **(Please mark 1 box per line)**

- | | | |
|-------------------------------------|---|------------------------------------|
| Fall Semester I will be in: | <input type="checkbox"/> 12 credit hours or more in class | <input type="checkbox"/> Practicum |
| Winter/Spring Semester I will be in | <input type="checkbox"/> 12 credit hours or more in class | <input type="checkbox"/> Practicum |

Please indicate your cumulative GPA (WGU Applicants state pass/fail): _____

Please indicate your grade level in college for academic year 2019-2020: _____

If you are 4th or 5th year, please indicate the number of credits remaining to graduate: _____

Personal information:

Full Legal Name: _____
Last First Middle Initial

In-School Address: _____
Physical Street Address (do not use a P.O. Box) City State ZIP

Summer Mailing Address: _____
City State ZIP

Cell Phone Number: _____

Home Phone Number: _____

School Email: _____

Personal Email: _____

School ID #: _____

Total Gross Income as reported on FAFSA: \$ _____

To calculate Gross Income as reported on FAFSA, use the following fields from your most recent FAFSA/SAR:

| | |
|---|-------------------|
| Student's Gross Income | \$ _____ |
| Spouse's Gross Income (if married) or | + \$ _____ |
| Parents' Gross Income (if claimed as a dependent) | + \$ _____ |
| Total Gross Income as Reported on FAFSA | = \$ _____ |

I am a US Citizen: Yes No

School Information:

School Name: _____

School Street Address: _____
(do not use a P.O. Box) City State ZIP

School Mail Address _____
(if different) City State ZIP

School Phone Number: _____

I am attending school on-campus, and the school is in the following County:

Davis; Salt Lake; Tooele; Utah; Weber

And, I am a Utah resident living in the following County:

Davis; Salt Lake; Tooele; Utah; Weber

I am attending school **online** and a Utah resident living in the following County:

Davis; Salt Lake; Tooele; Utah; Weber

Signature

Date

Applications must be postmarked on or before April 5, 2019. Mail your complete application to:

**Sallie Mae Bank
Attn: Scholarship Processing
175 S. West Temple, Suite 600
Salt Lake City, UT 84101**

Contact Claire Scott at 801-320-3775 or scholarshipsSMB@salliemae.com with questions.