

Scholarship Terms

This scholarship is provided by BuyVia LLC, herein referred to as BuyVia, 63 Bovet Rd Suite 311, San Mateo, CA 94402.

Eligibility

THE CONTEST IS OPEN TO LEGAL RESIDENTS OF THE UNITED STATES ONLY WHO ARE AT LEAST 16 YEARS OF AGE, AND WHO ARE ENROLLED IN AN ACCREDITED POST-SECONDARY ACADEMIC INSTITUTION IN THE UNITED STATES. IF YOU ARE NOT A LEGAL RESIDENT OF THE U.S., ARE UNDER 16 YEARS OF AGE, ARE NOT ENROLLED IN AN ACCREDITED POST-SECONDARY ACADEMIC INSTITUTION IN THE UNITED STATES, OR ARE FROM A JURISDICTION WHICH PROHIBITS THIS TYPE OF CONTEST, YOU ARE NOT ELIGIBLE TO PARTICIPATE.

IF YOU ARE UNDER THE AGE OF 18, YOU MUST HAVE THE CONSENT OF YOUR PARENT OR LEGAL GUARDIAN TO PARTICIPATE - YOUR PARENT OR LEGAL GUARDIAN MUST READ AND AGREE TO THESE TERMS AND GRANT YOU PERMISSION TO PARTICIPATE.

Disclaimer

BuyVia and all participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures; (c) any disruptions, injuries, losses or damages caused by events beyond the control of Sponsor; or (d) any printing or typographical errors in any materials.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE OFFICIAL RULES OR ELSEWHERE, WHO MAKES AVAILABLE THE SCHOLARSHIP, AND ANY PRIZES ON AN "AS IS" BASIS AND DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION THEREWITH. BUYVIA SHALL NOT BE LIABLE TO ANY ENTRANT OR WINNER FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND - INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA - ARISING OUT OF THE SCHOLARSHIP CONTEST, REGARDLESS OF WHETHER BUYVIA WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITIES THEREOF. THE TOTAL AGGREGATE LIABILITY OF BUYVIA ENTRANTS, WINNERS, OR OTHER THIRD PARTIES ARISING OUT OF OR RELATING TO THE CONTEST WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL NOT EXCEED THE SUM OF FIVE HUNDRED DOLLARS.

Scholarship Period; How to Enter; Prizes and Odds

The contest begins and ends (the "Deadline") at a certain time, as set forth in the contest summary. You may enter the contest once by submitting a contest application via sponsor's website. All information fields in the contest application must be completed in full, in the English language, and the application must be received by the deadline to be eligible. You may submit only one application, and no revisions to the application may be made after it has been submitted. The specific prizes are set forth in the scholarship summary.

- NO PURCHASE NECESSARY
- ODDS OF WINNING A SCHOLARSHIP DEPEND ON THE QUALITY OF YOUR ENTRY
- THE PURCHASE OR REGISTRATION OR SUBSCRIPTION OF ANY PRODUCTS OR SERVICES DOES NOT INCREASE THE ODDS OF WINNING

Prizes will be paid directly to the educational institution which the recipient is attending. Prize notifications returned as undeliverable or Prizes otherwise not effectively claimed (by executing and submitting an Affidavit of Eligibility, and Release) within 10 calendar days after delivery of notification will be forfeited and awarded to an alternate winner. Prizes are not transferable. No substitutions or exchanges will be permitted. All tax associated with the receipt or use of any prizes are the sole responsibility of the winner.

Rights to Use Likeness; Publicity Release

Except where prohibited by law, entry into the Contest constitutes permission to use your name, likeness and/or Prize information, c, the name of the educational institution and your field of study, without limitation, for promotional purposes without further permission or compensation. As a condition of being awarded any Prize, except where prohibited by law, winners (and their parent or guardian, as applicable) will be required to execute a separate Affidavit of Eligibility and Release pursuant to which winners will consent to the use of their name, address, likeness and/or prize information, essay, the name of the educational institution and your field of study, without limitation, for promotional purposes without further permission or compensation. In connection therewith, you waive all rights under personality, publicity, or privacy rights, including those arising under state or federal privacy, publicity, or personality statutes. All entrants and winners (and if the entrant or winner is a minor, the minor's parent or legal guardian) acknowledge that they have read these official rules and the Affidavit of Eligibility and Release, and accept the terms stated herein and in the Affidavit of Eligibility and Release. By applying for a BuyVia scholarship you acknowledge and agree that BuyVia may contact you, including via email.

General Release

By applying for a scholarship, you (and, if you are a minor, your parents or legal guardians) release BuyVia, participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the scholarship or delivery, misdelivery, acceptance, possession, use of or inability to use the scholarship (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract tort (including negligence), warranty or other theory.

BUYVIA REQUIRES YOU TO OBEY ALL LAWS, RULES, REGULATIONS, AND POLICIES IN APPLYING FOR A SCHOLARSHIP OR BEING INVOLVED WITH BUYVIA OFFERINGS.

Rights to Submit and Use Materials

You represent that you have the right to use any text, audio, video, audiovisual, html, links or other materials you submit as part of a scholarship application, and no part of the content infringes upon the copyright or any other statutory or common-law intellectual property rights (including without limitation trademark, service mark, and trade name rights), proprietary rights (including without limitation trade secrets), or rights of privacy or publicity of any third party (including BuyVia).

You fully assign to BuyVia (to the extent such rights are vested in you) all copyrights and other BuyVia property rights in any content transmitted by you. If for some reason the foregoing assignment is ineffective, you grant to BuyVia a non-exclusive, worldwide, perpetual fully paid-up license (with the right to sublicense) to use, reproduce, modify, adapt, publish, translate, create derivative works from, and to distribute, perform, transmit and display such content (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such Content. In any event, without limiting the foregoing, BuyVia may freely use the content without payment of any license fees to your or any third party, and may freely license this right to third parties.

You agree to indemnify and hold harmless BuyVia from and against any and all claims, costs, losses, damages and expenses (including reasonable attorney's fees) incurred by BuyVia arising out of or in connection the content or based on BuyVia use of the content (including but not limited to any third party claims based on violations of intellectual property rights or publicity or privacy rights).

Choice of Law

The contest and these official rules shall in all respects be governed by the laws of the State of CA without reference to its principles of conflicts of laws.

Arbitration; Venue

ANY DISPUTE REGARDING THE CONTEST IS EXCLUSIVELY SUBJECT TO ARBITRATION IN SAN MATEO COUNTY CALIFORNIA, PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE CONTEST. SUCH CLAIMS ARE SUBJECT TO BINDING ARBITRATION (WITH ONE ARBITRATOR SITTING) IN SAN MATEO COUNTY, CALIFORNIA IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. YOU FURTHER WAIVE ANY OBJECTION TO VENUE IN SAN MATEO COUNTY, CALIFORNIA WHETHER SUCH OBJECTION IS BASED ON LACK OF PERSONAL JURISDICTION IMPROPER VENUE, FORUM NON-CONVENIENS OR THE LIKE. SAN MATEO COUNTY, CALIFORNIA SHALL BE THE EXCLUSIVE VENUE AND JURISDICTION TO RESOLVE ANY DISPUTES RELATED TO THE CONTEST AND YOU IRREVOCABLY SUBMIT TO JURISDICTION IN THE STATE OF CALIFORNIA IN CONNECTION THEREWITH.

Miscellaneous

You agree to be bound by these terms and by the decisions of BuyVia, which are final and binding in all respects. BuyVia reserves the right to revise, suspend or cancel the scholarship or your participation should viruses, bugs, unauthorized human intervention or other causes beyond sponsor's control affect

the administration, security or proper administration of the scholarship or if BuyVia otherwise becomes (as determined in its sole discretion) incapable of running the scholarship as planned. You are subject to disqualification if you violate these terms, tamper with the operation of the scholarship or engage in any conduct that is detrimental or unfair to BuyVia, the scholarship or any other entrant (in each case as determined in BuyVia's sole discretion). BuyVia reserves the right to lock out persons whose eligibility is in question, or who have been disqualified, or are otherwise ineligible to enter the scholarship. If you have any questions about these official rules or the contest, please send written questions to 63 Bovet Rd. Suite 311, San Mateo CA 94402