



Participant Agreement

YOU MUST READ AND ACCEPT THE TERMS OF THIS PARTICIPANT AGREEMENT BEFORE ENTERING OR PARTICIPATING IN AN EVENT (AS DEFINED BELOW). BY ACCEPTING THIS PARTICIPANT AGREEMENT AND/OR BY ENTERING OR PARTICIPATING IN AN EVENT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS PARTICIPANT AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS PARTICIPANT AGREEMENT, DO NOT ENTER OR PARTICIPATE IN AN EVENT.

1. **Overview.** This Participant Agreement constitutes the “blanket” rules that apply to and govern The Grit Test™ events (each, an “Event”) sponsored and administered by CollegeNET, Inc. (“Provider”). The Events are designed to benefit U.S. high school students or high school graduates who plan to enroll as an undergraduate student in an Eligible College (as defined below). The details for each Event will be announced and posted on Provider’s website (<https://collegenet.com/the-grit-test>) (each, an “Event Notice”).
2. **Eligibility.** To be eligible to enter an Event, you must be a person who, as of the date of Entry (as defined in Section 6 below):
 - 2.1. Is a U.S. citizen or permanent resident.
 - 2.2. Is at least 13 years old; and
 - 2.3. Currently attends, and has attended during the previous year, a U.S. high school.

In addition to the foregoing eligibility requirements, in order to additionally be eligible to receive a scholarship award under an Event, you must:

- 2.4. Enroll as an undergraduate student in an Eligible College (as defined in Section 4 below) prior to the deadline set forth in the Event Notice. An “undergraduate student” is defined as a student seeking one of two higher education degrees: an associate degree or a bachelor’s degree.

If the jurisdiction in which you reside requires a higher age of eligibility to participate in web events similar to the Event, such higher age of eligibility will apply. Individuals who have not reached the age of majority in the jurisdiction in which they reside are required to seek written permission from their parent or legal guardian prior to participating in an Event. In order to be awarded any scholarship, the winner or such winner’s parent or legal guardian (as applicable) may have to sign and return to Provider certain legal forms and documents.

The following persons are not eligible to enter an Event: Employees, officers and directors of Provider and Provider’s affiliated companies and subsidiaries, and members of the immediate families and/or persons living in the same household as the foregoing individuals. Void where prohibited by law.

3. **Agreement to Terms.** By entering or participating in an Event, you agree to comply with and abide by the terms of this Participant Agreement, and you further represent and warrant that you meet the eligibility requirements herein. In addition, you agree to accept the decisions and ratings of the other Event participants, and the scoring (or lack thereof) of those decisions by Provider, as final and binding as they relate to an Event.
4. **Eligible Colleges.** To be eligible to receive a scholarship prize under an Event, you must enroll as an undergraduate student in an accredited U.S. college (“Eligible College”) prior to the deadline set forth in the Event Notice. Failure to meet this requirement will cause you to forfeit the award. Any scholarship monies awarded will be provided only to the financial aid or equivalent office of the Eligible College.



5. **Event Period.** Each Event begins and ends on the dates and times set forth in each Event Notice (the “Event Period”). All Entries for an Event must be received during the Event Period.

An Event can be cancelled at any time. Odds of winning will depend on the number of eligible Entries, and the ratings received from eligible participants (as described in Section 9). Entries received during the Event Period will be eligible to win. Provider’s computer systems constitute the official timekeeping device for an Event.

6. **How to Enter.** Enter by fully completing, to Provider’s satisfaction, all Event requirements, and all parts of an Event entry application, as set forth on Provider’s website or such other website identified in the Event Notice (the “Event Site”). During the Event Period:

- 6.1. You must fully complete and submit an entry profile on the Event Site, which includes at least the following information: (a) your name, age, and email address; and (b) all required signatures, acknowledgements and permissions set forth in the application (including, if applicable, of your parents and/or legal guardians);
- 6.2. You must complete and submit video responses to all interview questions prompted by or through the Event Site, such responses to be recorded and submitted in the format(s) and pursuant to the requirements set forth on the Event Site; and
- 6.3. You must review and rate during the Event Period the number of third-party Entries required by Provider and based on Provider’s prompts and guidelines, as further described in Section 9 below.

Successfully completing the foregoing constitutes an “Entry” to an Event. By submitting an Entry, you agree to comply with and abide by this Participant Agreement. Provider is not responsible for Entries not received due to lost, failed, delayed, or interrupted connections or miscommunications, or other electronic malfunctions or mail delays. Provider is not responsible for incorrect or inaccurate Entry information, whether caused by persons entering such information through the application or Provider’s website, or by any of the equipment or programming associated with or utilized in an Event, or by any human error which may occur in the processing of Entries. Entries remain the property of Provider and will not be returned or acknowledged.

7. **Representations and Warranties.** You represent and warrant that: (a) your Entry is an original submission created solely by you; (b) your Entry does not violate any intellectual property, publicity, privacy, or moral rights of any third party; (c) your Entry complies with this Participant Agreement; (d) your Entry does not feature or include any other persons; and (e) your Entry does not contain or include profanity, inappropriate language or images, or any content or information that perpetuates biases or is culturally insensitive, defamatory, threatening, disparaging, unlawfully harassing, hateful, or injurious to any individual. Any breach or violation of the foregoing will disqualify the Entry.
8. **Restrictions on Entries and Winners.** Only one Entry is permitted per person for an Event, and each person can only win one prize during the Event Period. Each Entry is bound by and subject to the terms of this Participant Agreement, and Provider’s Terms of Use (<https://collegenet.com/terms>) and Privacy Policy (<https://collegenet.com/privacy>).
9. **Winner Selection Process.** Selection of Event winners will be as follows:
 - 9.1. All eligible Entries received during the Event Period, as determined by Provider, will be reviewed and rated by other eligible entrants in an Event during the Event Period. **TO BE ELIGIBLE TO WIN, YOU MUST REVIEW AND RATE A MINIMUM NUMBER OF THIRD-PARTY ENTRIES DURING THE EVENT PERIOD AS REQUIRED BY PROVIDER OR AS SET FORTH IN THE EVENT NOTICE.** Ratings entered or received after the Event Period will not be counted.



- 9.2.** After the end of the Event Period, Provider will determine the winner(s) for an Event as described in the Event Notice. Winners will be those eligible Entries that received the highest composite rating scores from eligible reviewers during the Event Period. Provider will tabulate, score and rank all Entries according to the proprietary composite scoring system developed by Provider.
- 10. Notification of Winners.** During the week following the end of the Event Period, Provider will announce and notify the winners of the Event. The winners will be notified by email to the email address provided with Entry or associated with the winner's user account. If a potential winner cannot be reached and/or does not respond to Provider within five days after Provider's first attempt to contact them, or if a potential winner is found to be ineligible or does not otherwise comply with this Participant Agreement, that winner may be disqualified, and an alternate winner may or may not be selected by Provider. All decisions of Provider will be final and binding in all respects.
- 11. Prizes.** The Event Notice will contain details about the number of winners for each Event, and the prize(s) to be awarded for each Event. Actual or estimated value may differ from perceived value at time of prize award. The specifics of the prize shall be solely determined by Provider.

IF A SCHOLARSHIP IS TO BE AWARDED AS AN EVENT PRIZE, THEN TO BE AWARDED A SCHOLARSHIP PRIZE, A WINNER MUST ENROLL AS AN UNDERGRADUATE STUDENT IN AN ELIGIBLE COLLEGE PRIOR TO THE DEADLINE SET FORTH IN THE EVENT NOTICE. FAILURE TO SO ENROLL WILL CAUSE THE WINNER TO FORFEIT THE SCHOLARSHIP. PROVIDER WILL HAVE NO OBLIGATION TO SELECT AN ALTERNATE WINNER.

If applicable, Provider will pay all scholarship funds directly to the Eligible College on behalf of the winner and will not pay the award or any cash directly to any winner or any third party. Scholarship funds must be applied toward the winner's educational expenses at the Eligible College. Any scholarship funds that are unused in a particular term, semester, or year will carry over to pay the winner's educational expenses at the Eligible College in the following term, semester, or year.

No substitution, transfer, or cash equivalent of any prize is allowed by any Event winner. Provider disclaims all warranties, express or implied, for an Event or the prize. Any portion of a prize not accepted or received by the winner will be forfeited. All prize details not specified in this Participant Agreement will be determined in Provider's sole discretion.

- 12. License.** By submitting an Entry, you grant to Provider a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully-paid license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, transmit and publicly display the Entry (including your name, image and likeness as shown therein), and to incorporate the Entry into any other works in any form, media or technology now known or developed in the future, for the purpose of promoting Provider, an Event, the entrants, the winners and the Entries. Provider has the right, but not the obligation, to use, distribute, any portion of the Entry.
- 13. General Conditions.** All taxes are the sole responsibility of the winners. The winners may be required to execute (and have notarized) an Affidavit of Eligibility and Release ("Affidavit"), which must be returned to and received by Provider within 10 days after each winner's receipt of the Affidavit. Any failure to comply with the foregoing may result in disqualification. Return of the prize, the prize notification, or the Affidavit as undeliverable may result in disqualification. Any person attempting to defraud or in any way tamper with an Event, and any person who does not comply with this Participant Agreement, will be ineligible for the prize and may be prosecuted to the full extent of the law.



THE OREGON COURTS (STATE AND FEDERAL) WILL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING EACH EVENT AND THE LAWS OF THE STATE OF OREGON WILL GOVERN EACH EVENT. BY SUBMITTING AN ENTRY, YOU HEREBY WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

If, for reasons beyond Provider's control, an Event is not capable of running as originally planned, Provider reserves the right in its sole discretion to suspend, cancel or modify the Event, without liability. Provider is not responsible for errors, failures or delays caused by Provider's or any entrant's computer system, hardware, or software.

- 14. Waivers and Disclaimers.** By entering, you release and hold harmless Provider, its third-party service providers, and their respective subsidiaries, affiliates, directors, officers, employees, attorneys, agents and representatives from any and all liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with an Event or any prize won, participation in any Event related activity, or participation in an Event. Without limiting the foregoing, you acknowledge and agree that Provider has complied with all applicable laws and regulations related to an Event, including without limitation the Child Online Privacy Protection Act ("COPPA"), and you (and your parent or guardian, if applicable) hereby releases Provider from any liability related thereto.

WITHOUT LIMITING THE FOREGOING, PROVIDER AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO AN EVENT, THE FOCUSRING SERVICES, THE PROVIDER MATERIALS, AND THIRD PARTY TRADEMARKS, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT PROVIDER KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE).

WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PROVIDER BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR RELATED TO THIS PARTICIPANT AGREEMENT OR AN EVENT, OR THE PROVIDER MATERIALS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED, OR EMOTIONAL DISTRESS), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY), EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PROVIDER'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS EXCEED US\$100. Some jurisdictions do not allow the limitation or exclusion of liability. Accordingly, some of the limitations of this section may not apply to you.

- 15. Winners List.** The winner(s) will be identified (by username(s)) on Provider's website after the end of the Event Period.

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