<u>AMERICAN BAR ASSOCIATION / SOFI</u> 2020 STUDENT LOAN RELIEF SCHOLARSHIP CONTEST

OFFICIAL RULES

The American Bar Association (ABA) and Social Finance, Inc. (SoFi) 2020 Student Loan Relief Scholarship Contest (Contest) is a scholarship contest created to assist ABA members in the reduction of their student loan debt. By participating in this Contest, an Entrant (defined below) agrees to be bound by these Official Rules (Rules) and by all decisions of the ABA and SoFi (collectively, the Sponsors) whose decisions are final.

1. **ELIGIBILITY**: The Contest is open to any ABA member who at time of entry: i). solely reside in the 50 United States, including the District of Columbia, ii). is 21 years or older, iii). is a United States citizen or permanent resident, iv). is a currently licensed ABA Lawyer Member or ABA Affiliated Professional prior to the start of the Contest, v). has an outstanding student loan balance that is in repayment status and will not be forgiven, cancelled or otherwise voided in the next five (5) years and vi). if admitted to the practice of law, has not been subject to any disciplinary actions or proceedings since being admitted to the practice of law. Directors, officers and employees of ABA, SoFi, USI, Ventura Associates International LLC (Contest Administrator) and each of their respective affiliates, parents, subsidiaries, advertising, promotion and service agencies (collectively, the Contest Entities), and members of their immediate family or household members (whether related or not) are not eligible.

No purchase necessary to enter or win, except for ABA membership.

2. **PRIZES**: Three (3) scholarship winners will be chosen:

The Grand Prize winner will receive up-to-a \$30,000 scholarship.

The 1st Runner-Up winner will receive up-to-a \$15,000 scholarship.

The 2nd Runner-up winner will receive up-to-a \$5,000 scholarship.

Additionally, the three (3) winners will be invited to attend the Young Lawyers Division Spring Conference in Nashville, Tennessee occurring April 29 to May 2, 2020 (the Event) where the winners will be presented with their scholarship and honored at a reception during the Event. (See Additional Prize Details below.)

The three (3) scholarships will be paid directly to the winners' student loan providers and credited to their outstanding student loan balance.

3. **ENTRY**: Prospective entrants (Entrant) may enter themselves in the Contest by following the directions outlined below. Limit of one (1) Entry per person. The Contest will be conducted in two (2) phases.

- Phase 1: Phase 1 of the Contest opens at 12:00:00 am Central Standard Time (CST) on February 1, 2020 and closes at 11:59pm CST on February 29, 2020 (Phase 1 Entry Period).
- During Phase 1 Entry Period, Entrants must submit the following (an Entry) to the Scholarship Landing Page located at https://www.abainsurance.com/student-loan-relief/.
 - Entry Form (hyperlink) (Entry Form),
 - An essay (Essay) of 500 words or less that answers the question: "How would an ABA/SoFI Student Loan Relief Scholarship impact your world?"

By submitting an Entry, the Entrant must attest (and check the box where indicated on the official entry form) that the Entrant carries an outstanding student loan balance (note: SoFi <u>need not</u> be the holder of the student loan to be eligible for the Contest).

Approximately 10-20 finalists will be chosen from all eligible Entries and will progress to Phase 2 (defined below) of the Contest as a "Finalist." Finalists progressing to Phase 2 of the Contest will be notified on or about March 5, 2020.

The Essay must be a maximum of 500 words and no longer. The Essay should not contain any visible logos, drawings, cartoons, phrases or trademarks or any other third-party content or materials. If an Entry includes any third-party materials (including but not limited to, any copyrighted content or any trademark, logo, or mark that identifies a brand) or otherwise violates or infringes (or may infringe) any copyright or trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights or privacy or portrayal in a false light), the Sponsors, in their sole discretion, may disqualify the Entry. No Entry may copy or otherwise plagiarize material from any source. All Essays must be in English and original content written by Entrant.

By submitting an Entry, an Entrant represents and warrants that: (1) the Entry submitted was created by the Entrant, (2) the Entrant meets all eligibility requirements, (3) the Entrant registration information is truthful and correct and Entrant has not engaged in any disqualifying information described herein, (4) all parts of the Entry, including the Essay, comply with the submission requirements described herein, and (5) Entrant agrees to SoFi's and ABA's Terms of Use which can be found, respectively, at: https://www.sofi.com/terms-of-use/ and https://www.sofi.com/terms-of-use/ and https://www.americanbar.org/about_the_aba/terms/.

4. <u>SELECTION OF PHASE 2 FINALISTS & WINNERS</u>: The format of this Contest has been designed to select the most deserving candidates for a student loan scholarship.

<u>CONTEST JUDGING: PHASE 1</u>: All eligible Phase 1 entries will be judged anonymously in partnership with a committee comprised of ABA staff members and ABA members (the Steering Committee). After the conclusion of Phase 1 of the Contest, the Steering Committee will determine the ten (10) to twenty (20) top-scoring Entries that will advance to Phase 2 of the Contest as Finalists based on the following judging criteria:

- (a) Impact on Entrant (40%)
- (b) Persuasive Case for Winning (25%)
- (c) Likelihood to Inspire others (25%)
- (d) Spelling and Grammar (10%)

TIES: In the event of a tie during Phase 1 of the judging, the Entry from among the tied Entries with the highest score for Impact on Entrant will be deemed the Finalist Entry. In the event of a further tie, the Entry from among the tied Entries with the highest score received for the Persuasive Case for Winning will be deemed the Finalist Entry.

The Steering Committee reserves the right to determine fewer than ten (10) Finalists if, in their sole discretion, they do not receive a sufficient number of eligible and qualified Phase 1 Entries.

CONTEST JUDGING: PHASE 2: Phase 2 begins on or about March 12, 2020 and closes on or about March 20, 2020. In Phase 2, three (3) scholarship winners will be chosen from the Phase 2 finalists and will be notified on or about March 30, 2020. From on or around March 5, 2020 until on or around March 20, 2020, the Finalists will be contacted to provide additional materials. Among these materials, a current resume or curriculum vitae will be added to the Entry (see Section 5 - Notifications below).

During Phase 2 of the Contest, all Finalist Entries (defined as Entry Form, Essay and current resume or curriculum vitae) will be judged by a second judging committee, comprised of ABA, SoFi, and USI staff members (the Phase 2 Judging Committee) using the same judging criteria in Phase 1.

At the conclusion of Phase 2, the three (3) top scoring Finalist Entries will be declared the Contest winners in the following order:

- The overall highest scoring Finalist Entry will be deemed the Grand-Prize winner.
- The overall second highest scoring Finalist Entry will be deemed the 1st Runner-Up winner.
- The overall third highest scoring Finalist Entry will be deemed the 2nd Runner-Up winner.

TIES: In the event of a tie during any Phase 2 of the judging, the Entry from among the tied Entries with the highest score for Impact on Entrant will be deemed the winning Entry. In the event of a further tie, the Entry from among the tied Entries with the highest score received for the Persuasive Case for Winning will be deemed the winning Entry.

The decisions of Phase 2 Judging Committee are final and binding on all matters relating to selection of the winning Entries. .

5. NOTIFICATIONS: The contact information provided on each Entry Form will be used to notify each Finalist of his or her selection as a Finalist. Finalists be notified by e-mail and/or mail on or about March 5, 2020 and will be required to: a) complete, sign and return an Affidavit of Eligibility, Release of Liability and a Publicity Release (Affidavit); b) a W-9 IRS Tax Form; c) provide proof of student loan balance in the form of a student loan account summary and d) provide a copy of his/her current resume or curriculum vitae so all documents are received by Administrator within three (3) days of date specified on notification. If a Finalist does not return any required documents

as listed above within three (3) days, or if said e-mail and/or mail is returned as undeliverable, or if he or she is otherwise found to be ineligible or if he or she is not compliant with the Official Rules, he or she will be disqualified and will not advance to Phase 2 of the Contest. In the event of a disqualifying event or a Finalist who cannot be reached, at the Sponsors' sole discretion, the non-winning Entry with the next highest score received from Phase 1 may be notified. The Sponsors reserve the right to modify the notification procedures in connection with the selection of an alternate Finalist, if any.

6. <u>ADDITIONAL PRIZE DETAILS:</u> If a winner's student loan balance is less than the scholarship amount won, the difference will not be awarded. Cash equivalent for prizes are not available.

In addition to their respective scholarship prizes, each Grand, 1st Runner-Up and 2nd Runner-Up prize winner (collectively, each, a Winner) will win a two (2) night trip package to attend the Young Lawyers Division Spring Conference (Event) in Nashville, Tennessee, scheduled for April 29-May 2, 2020. Approximate value of each trip package is estimated at \$1,500.00. Trip package is for Winner only. If actual value of trip package differs than stated herein, the difference will not be awarded as cash or merchandise. Each trip prize package consists of the following: admission to Event, economyclass airfare to/from a major commercial airport nearest the Winner's primary residence (or ground transportation in lieu of airfare if Winner resides within 150 miles from Event location), and two (2) nights hotel accommodation (standard room and room tax only). Winners are responsible for obtaining proper documentation (i.e., valid photo ID), prior to travel. Airfare, hotel and Event admission are subject to availability.

Each Winner must travel on dates specified by Sponsors or forfeit all rights to the trip package portion of prize. All meals, transportation (other than as noted or covered herein), taxes, gratuities, incidentals, upgrades, including extending the duration of his or her travel and hotel accommodation, service charges or other expenses not specified herein are not included and are the sole responsibility of each Winner. Certain restrictions may apply. Winners acknowledge the Event is beyond the control of Sponsors and may be subject to being rescheduled, modified or cancelled. In the eventuality that the Event is postponed or canceled, no compensation or substitution will be provided to any Winner and the Sponsors shall have no further obligation to the Winners other than to supply the remaining portion of the prize minus the unavailable portion(s), if any. If for any reason whatsoever, a Winner is unable to travel or attend the Event for any reason whatsoever after all travel arrangements have been made and paid, the Sponsors shall have no further obligation to such Winner other than to solely award the scholarship prize. Each Winner must comply with any security procedures or measures imposed by Event's personnel and/or its representative(s). Sponsor and/or Event's personnel/representative(s) reserve the right in their sole discretion to suspend or cancel a Winner's attendance at Event's due to non-compliance with any security procedure or inappropriate behavior or misconduct. No substitution or transfer of prize (or any portion of prize) by any Winner to a third party is permitted. Prize details are at Sponsors' sole discretion. Each Winner will be responsible for all federal, state, local, and income taxes associated with winning his/her prize. Any other incidental expenses not specified herein are each Winner's sole responsibility. Furthermore, Sponsors may film, record and/or take photographs before/during/after the Event, and may use the resulting footage, recordings or photographs for a range of purposes, including, without limitation, for marketing and promoting Sponsors' products and services. No additional compensation will be provided to any Winner for any resulting use.

- 7. <u>ANNOUNCEMENT OF WINNERS</u>: For a list of winners, send a self-addressed stamped envelope by June 30, 2020 to: 2020 Student Loan Relief Scholarship Contest Winners List, c/o: the American Bar Association, 321 N. Clark St., Chicago, IL 60654. Or, visit https://www.abainsurance.com/student-loan-relief/ after May 3rd, 2020.
- 8. LICENSE/GRANT OF RIGHTS: By entering, all Entrants grant to the ABA and SoFi the following rights: (1) the exclusive worldwide right of first publication of their Entry in any and all ABA media or form of communication; (2) the non-exclusive worldwide right, in ABA's or SoFi's sole discretion, to use, transcribe, publish reproduce, distribute, sell (as part of an ABA publication and/or SoFi's products and services) or display the Entry, alone or in conjunction with other materials; (3) the right to edit the Entry to conform to the publication's standards of style, technological requirements, language, grammar and punctuation, provided the meaning of the essay is not materially altered; and (4) the non-exclusive worldwide right to use Entrant's name and likeness in connection with the essay or this Contest without further compensation. Entrant, if determined a Finalist or Winner, understands and agrees that their picture and a short biography may be posted on the SoFi and ABA webpages and otherwise made public in announcing the Finalists and Winners.
- **LAWS AND REGULATIONS**: This Contest is governed by U.S. law and all relevant federal, state, and local laws and regulations apply. Void where prohibited. By entering, all participants agree that the Contest shall be governed by the laws of the State of Illinois, that the courts of Illinois shall have exclusive jurisdiction, and that Cook County, Illinois shall be the venue for any dispute or litigation relating to or arising from the Contest. Entrants hereby agree that any and all disputes, claims, causes of action, or controversies (Claims) arising out of or in connection with this Contest shall be resolved, upon the election by Entrant or Sponsors, by arbitration pursuant to this provision and the code of procedures of either the National Arbitration Forum (NAF) or the American Arbitration Association (AAA), as selected by the Entrant. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSORS NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL DAMAGES INCIDENTAL OR OF ENTRANT, FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. The arbitrator's authority to resolve Claims is limited to Claims between Sponsors and Entrant alone, and the arbitrator's authority to make awards is limited to awards to Sponsors and Entrant alone. Furthermore, claims brought by either party against the other may not be joined or

consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement and without waiving either party's right to appeal such decision, should any portion of this provision be deemed invalid or unenforceable, then the entire provision (other than this sentence) shall not apply.

The likelihood of your winning depends of the quality of your submission, based on the judging criteria, as compared to the quality of other submissions received.

- 10. <u>CONDITIONS OF PARTICIPATION</u> Entries will not be acknowledged or returned. Sponsors are not responsible for errors or for lost, late, or misdirected mail or email, or telecommunication or hardware or software failures, including by reason of any bug or computer virus or other failure. Sponsors may cancel, modify or terminate the Contest if it is not capable of completion as planned, including by reason of infection by computer virus, tampering, unauthorized intervention, force majeure or technical difficulties of any kind. Use of automated devices is not a valid path for Entry and any Entry submitted using an automated device will be void. Any Entry deemed in violation of the Official Rules, as determined in their sole discretion by ABA or SoFi will not be accepted and will be deemed ineligible to win any prize.
- 11. CONSENT AND RELEASE: To the fullest extent possible in law, Entrants on behalf of themselves, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns (Releasing Parties), release, defend and hold harmless the Contest Entities (collectively, the Released Parties) from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from Entrant's participation, acceptance and use or misuse of prize (if determined to be a Winner). The Sponsors are not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of any prize. In the event Sponsors are prevented from continuing with the Contest as contemplated herein by any event beyond its control, or otherwise, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court, or other cause, Sponsors shall have the right to modify, suspend or terminate the Contest. Furthermore, the Sponsors reserve the right to terminate Phase 1 of the Contest if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Contest), and to determine Finalists from among all eligible Entries received prior to termination. Entrants assume all liability for any injury, including death or damage caused or claimed to be caused, by participation in this Contest, including redemption of a prize (if Entrant is determined to be a Winner).
- 12. **GENERAL:** In the event of a dispute as to the ownership of any Entry, the authorized account holder of the email account used to enter will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online

service provider or other organization responsible for assigning email addresses and he/she must meet the eligibility requirements mentioned above. Each Finalist may be required to show proof of being the authorized account holder.

Entries that have been tampered with or altered, or mass Entries or Entries generated by a script, macro or use of automated devices are void. The Sponsors are not responsible for: (i) human or technical error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive Entry information by Sponsors on account of technical problems or traffic congestion on the Internet or at any Website or any combination thereof; (ii) any injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Contest, or (iii) the failure of any third party to comply with the instructions and proper administration of this Contest. By participating in the Contest, Entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsors which are final and binding in all matters relating to the Contest. Sponsors reserve the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Entry process or the operation of the Contest or web site or violates these Official Rules. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL & CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

- 13. **OPT-OUT OPTION**: Any individual may elect to opt out of receiving future contest mailings by calling the ABA Service Center at 800-285-2221.
- 14. **PRIVACY POLICY/DATA COLLECTION**: Information provided by Entrants in connection with this Contest is subject to Sponsors' privacy policies, available at respectively, http://www.americanbar.org/utility/privacy.html and https://www.sofi.com/privacy-policy/.
- SPONSORS: American Bar Association, 321 N. Clark St., Chicago, IL 60654 and Social Finance, Inc., 234 1st Street, San Francisco, CA 94105.
- ADMINISTRATOR: Ventura Associates International LLC, 494 Eighth Avenue, Suite 1700, New York, New York, 10001.