

# Wells Fargo Student Impact Scholarship

## TERMS AND CONDITIONS

No purchase or payment of any kind is necessary to apply or participate. The following program is governed by these terms and shall be construed and evaluated according to the applicable laws of the State of California and United States federal law. By applying for a scholarship, you acknowledge and agree to be bound by all of the terms and conditions states herein. Void where prohibited.

1. Eligibility to Apply: The Wells Fargo Student Impact Scholarship (the "Scholarship") brought to you by the Wells Fargo Bank N.A. ("Sponsor") and Asian and Pacific Islander American (APIA) Scholars ("Administrator"), collectively referred to herein as the "Providers," is only open to individuals who, as of the last day of the Scholarship Period, meet all of the following eligibility criteria:
  - Be intending to enroll or continue enrollment as a degree-seeking undergraduate student at an accredited U.S. college or university in Spring 2021
  - Have been financially impacted by COVID-19 and have demonstrated financial need
  - Have taken action towards uplifting and empowering your community in 2020
  - Be a citizen, national, legal permanent resident of the United States, or a Deferred Action for Childhood Arrivals (DACA) beneficiary. Citizens of the Federated States of Micronesia, the Republic of Palau and the Republic of the Marshall Islands are also eligible to apply.
    - i. Have applied for the 2020-2021 Free Application for Federal Student Aid (FAFSA) if legally applicable.
    - ii. A DACA beneficiary must be able to provide their employment authorization document, valid until at least December 15, 2020.
  - Complete the online application by the deadline
2. The Scholarship Period: The Scholarship opens on September 14, 2020 at 6:00 AM PST/9:00 AM EST and closes on October 2, 2020 at 6:00 PM PST/9:00 PM EST. Scholarship recipients will be notified beginning October 26, 2020. The Scholarship Period may change at the sole discretion of the Providers.
3. How to Apply:
  - Complete the online application answering questions about you, your financial picture and your college plans
  - Create a short video or essay telling us about the actions you have taken to benefit you community in 2020 You will be asked to submit:
  - Your most recent transcript

- This might be a college transcript, high school transcript or GED transcript depending on where you are in your academic journey
- 2020-2021 FAFSA Student Aid Report (SAR), if eligible to submit FASFA.
- Employment authorization document, valid until December 15, 2020. Applies to all DACA applicants.

#### 4. Applicant Consent and Release

By submitting an application on behalf of myself and/or my minor child (the "Applicant") and our respective heirs, I hereby give and grant to Sponsor and Administrator, and their affiliates, employees, and agents the right, permission and consent to all of the following.

BY SUBMITTING AN APPLICATION, APPLICANT ACKNOWLEDGES THAT HIS/HER/THEIR APPLICATION AND NOTIFICATION (AS DEFINED HEREIN), INCLUDING HIS/HER/THEIR VIDEO, MAY BE POSTED TO THE PROVIDER'S WEBSITES, AT THE PROVIDER'S DISCRETION.

BY SHARING PARTS OF AN APPLICATION, OR MENTION OF APPLICATION, IN ANY WAY, ON SOCIAL MEDIA WILL HAVE NO IMPACT ON THE SELECTION AND AWARD PROCESS. APPLICANTS ARE NOT REQUIRED IN ANY WAY TO SHARE OR POST ABOUT APPLICATION ON SOCIAL MEDIA OR OTHER PLATFORMS. APPLICANT ACKNOWLEDGES THAT ANY MENTION OF THIS SCHOLARSHIP TO APPLICANT SOCIAL MEDIA PLATFORMS, INCLUDING SUBSEQUENT ENGAGEMENT BY PARTNERS AND SPONSORS, WILL IN NO WAY IMPACT THE SELECTION AND AWARD PROCESS.

SUBMISSION OF AN APPLICATION GRANTS SPONSOR, ADMINISTRATOR, ITS AGENTS, AND WELLS FARGO BANK N.A., AND APIA SCHOLARS THE IRREVOCABLE, PERPETUAL, ROYALTY-FREE LICENSE AND RIGHT TO PUBLISH, USE, ADAPT, EDIT, PUBLICLY PERFORM AND/OR MODIFY SUCH APPLICATION, "APPLICANT DATA," NOTIFICATION AND VIDEO IN ANY WAY, IN ANY AND ALL MEDIA, WITHOUT LIMITATION, AND WITHOUT PAYMENT OR CONSIDERATION TO THE APPLICANT. "Applicant Data" shall not include my and/or my minor child's social security number provided by my and/or my minor child on my and/or my minor child's Application. Further, the Materials shall not directly associate me and/or my minor child's income level with me and/or my minor child's name.

By submitting an application, you agree that your application is gratuitous and made without restriction, and will not place Providers under any obligation, and that the Providers are free to disclose the ideas contained in the application on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your application, the Providers do not waive any rights to use similar or related ideas previously known to Providers, or developed by their respective employees, or obtained from sources

other than you. The Providers reserve the right to, and may or may not, monitor/screen applications. By applying, you acknowledge that Providers have no obligation to use or post any application you submit.

#### 5. Application Guidelines

By submitting an application, you warrant and represent that it:

- a) Is your original work,
- b) The video or essay submitted has not been previously published and/or has not won previous awards,
- c) Does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and
- d) That publication of the application via various media including Web posting, will not infringe on any third-party rights. Any such applicant will indemnify and hold harmless, Providers from any claims to the contrary.

As determined by the Providers, in their sole discretion, videos and written essays must meet the following guidelines:

- a) Must comply with these Terms.
- b) Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity.
- c) Cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message.
- d) Cannot be obscene or offensive or endorse any form of hate or hate group; all as determined by Providers in their sole discretion.
- e) Cannot promote terrorist acts such as providing instructions on how to assemble bombs, grenades and other such weapons or provide instructional information about illegal activities.
- f) Cannot defame, misrepresent or contain disparaging or slanderous remarks about Providers, their supporters, or any people, products or companies.
- g) Cannot infringe trademarks or logos owned by others or advertise or promote any brand or product of any kind without permission.
- h) Cannot contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses.
- i) Cannot infringe copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; Providers do not permit the infringement of others' rights and any use of materials not original to the applicant (except copyrighted materials owned by Providers) is grounds for disqualification from the Program. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third

parties or incorporate the names, voices, likeness or personas of any party other than yourself.

- j) No background artwork should appear in an application unless it is an original work of the applicant. Any artwork, murals, etc. that can be seen in applications must be created solely by the applicant or the applicant must be the sole owner of all copyright interests therein.
- k) Cannot contain materials embodying the likenesses, photographs, or other indicia identifying any person, living or dead.
- l) Cannot communicate messages inconsistent with the positive images and/or goodwill to which the Providers wish to associate.
- m) Cannot itself be in violation of any law; and
- n) Cannot be filmed within a Wells Fargo location. If you think that any application infringes your intellectual property rights, please contact [WFimpact@mykaleidoscope.com](mailto:WFimpact@mykaleidoscope.com).

YOU ACKNOWLEDGE THAT APPLICATIONS POSTED TO THE WEBSITE (IF ANY) ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL APPLICANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. The Providers reserve the right to accept or reject any application in their sole discretion. Any waiver of any obligation hereunder by Providers does not constitute a general waiver of any obligation to applicants. The Providers reserve the right to waive the submission requirements set forth herein in its reasonable discretion.

Any form of application other than that just described herein is void. Those who do not follow all of the instructions or abide by these Terms or other instructions as provided in the application may not be eligible for selection. Applicants may not apply with multiple email addresses, nor may applicants use any other device or artifice to apply multiple times or as multiple applicants. Any applicant who attempts to apply with multiple email addresses or under multiple identities or uses any device or artifice to apply multiple times will not be eligible for selection and forfeits any and all compensation provided, at the Provider's sole discretion. Should multiple users of the same e-mail account apply, and a dispute thereafter arises regarding the identity of the applicant, the authorized account holder of said e-mail account at the time of application will be considered the applicant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning email addresses or the domain name associated with the submitted email address. Automated applications are prohibited, and any use of automated devices will cause disqualification. The information you provide will be used as provided in the privacy policy, located at <https://apiascholars.org/privacy-policy/>. All applicants agree to receive e-mail communications from Sponsor, Administrator Releasees (as defined herein) and partnering entities and organizations.

6. Scholarship Recipient Selection and Notification

At the end of the Program Period, a total of two hundred (200) eligible applicants will be selected as recipients of scholarship awards as outlined in Section 6, below. Selected scholarship recipients will be notified in-person, by mail, by email, by phone or by any other means at the sole discretion of Sponsor on or about October 26, 2020 (“Notification”). Providers may notify recipients earlier or later, and at its sole discretion.

Awards will be sent directly to the recipient’s college or university based on financial contact information provided within the application.

Potential scholarship recipients are also subject to verification. Each scholarship recipient (and his/her parent/legal guardian, if applicable) will be required to execute and return an affidavit of eligibility and liability release and, where lawful, a publicity release within thirty (30) days of attempted notification. If a potential scholarship recipient is found not to be eligible or not in compliance with these Terms and Conditions for any reason, declines the opportunity to receive a scholarship, or if notification is returned as undeliverable, another applicant will be selected as a potential scholarship recipient, in Provider’s sole discretion (even if the scholarship recipient’s name has already been announced). Providers are not responsible for any change of email address or other contact information of applicants.

7. Scholarship Awards: The Providers will award 200 scholarships as a one-time payment of \$5,000 USD.

8. Personal Information Release:

I represent and warrant that this application does not in any way conflict with any prior or existing commitment on my part made or entered into on my own behalf or by myself or any other person on behalf of my minor child. I have not authorized previously, nor will I authorize or permit the use Likeness(es) of me and/or my minor child in connection with the advertising or promotion of any product or service competitive to, or incompatible with the Wells Fargo Student Impact Scholarship.

9. General Scholarship Conditions

Total value of all scholarships: \$1,000,000.00. Limit one (1) scholarship per person. All awards will be directed by the Providers to the higher education institute designated by the scholarship recipient upon the recipient’s enrollment. Selected scholarship recipient agrees that they will promptly provide Providers with all information required to administer the scholarship award to the higher education institute. Scholarships must be utilized at an accredited US college or university for

qualified educational expenses including, but not limited to, tuition, required fees, books, room & board, and course-specific supplies. Scholarship award amounts must be accessed and used by the recipient within one calendar year as of notification of scholarship award. Sponsor reserves the right to award more than 200 scholarships and more than \$1,000,000.00 in scholarships based on available resources and as determined by Sponsor in its sole discretion. In the event that Sponsor does award additional scholarships, those additional scholarship recipients will be chosen based on substantially similar selection criteria, however Sponsor may, in its sole discretion, (i) modify the award amount for each additional scholarship, and (ii) limit the selection of recipients to legal residents of certain states, regions, counties or cities. The decisions of Sponsor are final and binding in all matters relating to this Program. Scholarships are non-transferable and no cash equivalent or substitution of a scholarship is offered, except at the sole discretion of the Sponsor. Scholarship recipients are responsible for all taxes and fees associated with scholarship receipt and/or use, regardless of whether scholarship is used, in whole or in part. Unclaimed scholarships will not be awarded. Receipt of a scholarship is contingent upon fulfilling all requirements set forth herein.

#### 10. General Conditions

By applying, all applicants (or applicants' parent/legal guardian, as applicable) agree and covenant on behalf of themselves and their family, heirs, personal representatives executors, assigns and insurers, (a) to release, acquit, hold harmless, waive and forever discharge the Providers, and their subsidiaries, affiliates, franchisees, licensees and their respective officers, directors, members, managers, employees, contractors and agents (collectively, "Releasees") from any and all claims, demands, damages, debts, costs, fees, obligations, loss, expenses, compensation, actions or causes of action whatsoever, of every nature, character and description, whether known, unknown, discovered, undiscovered, suspected or unsuspected, including death, or property damage (collectively, "Claims"), including but not limited to Claims arising on account of, or in any way growing out of, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any items received in connection with acceptance of a scholarship, participation in this Program or any scholarship-related activities; (b) to release, acquit, hold harmless, waive and forever discharge the Administrator and the Administrator's Releasees and (c) except where legally prohibited, scholarship recipient (or recipient's parent/legal guardian, as applicable) grants (and agrees to confirm that grant in writing) permission to the Administrator and the Providers, and those acting under the Administrator's or Providers' respective authority, the right to the use of applicant's name, picture, likeness, voice, video, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval.

#### 11. FERPA

To comply with the provisions of the Family Educational Rights and Privacy Act of 1974, by submitting an application for this scholarship, you hereby give permission for school officials to release your secondary school record and other requested information as necessary to the Providers.

#### 12. Limitation of Liability

Providers are not responsible for incorrect or inaccurate information in connection with this Program, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Program or by any technical or human error which may occur in the processing of applications. Providers are not responsible for computer system, email, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. The Administrator and Providers, each respectively, reserve the right at their discretion, to disqualify any individual applicant (and his or her application) who tampers with the application process. If, for any reason, the Program, in the opinion of the Administrator or the opinion of the Providers, is not capable of running as planned by reason of fraud, virus, bugs, or any other causes which, in the opinion of the Providers or the Administrator, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program, the Administrator or the Provider each reserves the right, at its discretion, to cancel, terminate, modify or suspend the Program.

#### 13. Binding Arbitration

Any controversy or claim arising out of or relating to this Program 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 District of Columbia 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, as provided in the JAMS Rules and Procedures, unless further extended by mutual agreement of the parties.

THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE APPLICANT'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 APPLY IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.

BY PARTICIPATING IN THIS PROGRAM, EACH APPLICANT AGREES 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 PROGRAM, 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); (3) UNDER NO CIRCUMSTANCES WILL ANY APPLICANT OR SCHOLARSHIP RECIPIENT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND APPLICANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES 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) APPLICANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND APPLICANT 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 APPLICANT.

#### 14. Governing Law/Jurisdiction

Where permitted by law, by entering, applicants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, applicant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the District of Columbia, USA, without giving effect to any choice of law or conflict of law rules, and any matters or proceedings that are not subject to arbitration as set forth in these Terms and



Conditions and/or for entering any judgment on an arbitration award, shall take place in the District of Columbia. By entering, applicants consent to the jurisdiction and venue of the federal, state and local courts located in the District of Columbia, USA and waive any challenge to such venue.

15. Scholarship Recipient List

The Wells Fargo Bank N.A. will make available, upon demand or by posting on its website a list of scholarship recipients.

16. Sponsor: Wells Fargo Bank N.A., 420 Montgomery Street, San Francisco, CA 94104

17. Administrator: APIA Scholars, 1850 M St. NW, Suite 245, Washington, DC 20036