

# **PARKER ALEXANDER SCHOLARSHIP PROGRAM**

## **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 INTENDED FOR PARTICIPATION IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. BY APPLYING FOR A SCHOLARSHIP (HEREINAFTER, "SUBMISSION"), YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS STATED HEREIN. VOID WHERE PROHIBITED.

1. Eligibility to Apply: The Parker Alexander Scholarship Program (the "Program") is open only to individuals who, as of the last day of the Program Period, meet all of the following eligibility criteria:

- A legal resident of one of the following Louisiana parishes: Ouachita, Lincoln, Jackson, Union, Caldwell, Richland, Morehouse, Franklin, Madison, Tensas, West Carroll, or East Carroll;
- At least 16 years of age but no older than 26 years of age and physically located within the United States or D.C.;
- On-track to apply for (pending receipt of a high school diploma or G.E.D. equivalent) or currently enrolled in an accredited post-high school/post-secondary educational program (including accredited two- and four-year colleges, universities, vocational-technical, and trade schools); and
- Has not previously received a Parker Alexander annual scholarship.

An applicant who is a minor must obtain and submit written permission from his/her/their parent/legal guardian to apply. Leadership and employees of Sponsor, Parker Alexander, LLC, and the advertising and promotion agencies involved with this Program and the dependents thereof are not eligible to apply or receive a scholarship under this Program. Sponsor reserves the right, at any time, to verify eligibility requirements, in any manner it deems appropriate. By applying for a scholarship, applicants agree to these Terms and Conditions, which are final and binding in all respects.

2. The Program Period: The Program begins on January 1st, 2022, at 8:00:00 a.m. Central Standard Time ("CST") and ends on March 31, 2022 at 5:00:00 pm. Central Standard Time ("CST") (the "Program Period"). Scholarship recipients will be selected between approximately April 1, 2022, and approximately May 8, 2022 (the "Selection Period").

3. **How to Apply:** To apply, compose an original essay between 1,000 and 2,000 words, excluding end notes and sources, which provides a proposal to improve traffic safety and/or reduce traffic accidents in Northeast Louisiana. Submissions will be evaluated on originality, clarity of message, creative expression, persuasiveness and feasibility of proposal. Applicants must also include a separate, short statement setting forth individual scholarship need and planned course of study/planned career. Further, applicants must include full contact information, to include: full

name, physical address, mailing address, and telephone number. **Winning submissions/applications will be selected based upon essay quality and individual need.**

Essays should indicate the word count on the title page. Submissions should be mailed to Parker Alexander, LLC, 2503 Ferrand Street, Monroe LA 71201, and received by March 31, 2022. Submissions received after March 31, 2022, will not be considered.

Any form of application other than that described herein is void. Those who do not follow all of the instructions or abide by these Terms or other instructions of Sponsor may not be eligible for selection. Applicants may not apply with multiple mailing addresses, nor may applicants apply more than once. Any applicant who attempts to apply more than once will not be eligible for selection and forfeits any and all compensation provided, in Sponsor's sole discretion.

BY SUBMITTING AN APPLICATION, APPLICANT ACKNOWLEDGES THAT HIS/HER/THEIR APPLICATION, NOTIFICATION (AS DEFINED HEREIN) INCLUDING HIS/HER/THEIR SUBMISSION, MAY BE POSTED ON SPONSOR'S WEBSITE, AT SPONSOR'S DISCRETION. SUBMISSION OF AN APPLICATION GRANTS SPONSOR, ITS AGENTS, AND PARKER ALEXANDER, LLC, THE IRREVOCABLE, PERPETUAL, ROYALTY-FREE LICENSE AND RIGHT TO PUBLISH, USE, ADAPT, EDIT, PUBLICLY PERFORM AND/OR MODIFY SUCH SUBMISSION IN ANY WAY, IN ANY AND ALL MEDIA, WITHOUT LIMITATION, AND WITHOUT PAYMENT OR CONSIDERATION TO THE APPLICANT.

4. Application Guidelines: By submitting a Submission, you agree that your Submission is gratuitous and made without restriction, and will not place Sponsor under any obligation, and that Sponsor is free to disclose the ideas contained in the Submission 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 Submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. Sponsor reserves the right to, and may or may not, monitor/screen Submissions. By applying, you acknowledge that Sponsor has no obligation to use or post any Submission you submit.

By submitting a Submission you warrant and represent that it: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and (e) 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, Sponsor and Releasees (defined below) from any claims to the contrary.

As determined by the Sponsor, in its sole discretion, applications 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 Sponsor in its 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 Sponsor, its supporters, or any people, products or companies;
- g. Cannot use or otherwise display trademarks or logos owned by others without permission (except that Sponsor's name or trademarks may be included in the application), or advertise or promote any brand or product of any kind, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- h. 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 — Sponsor does not permit the infringement of others' rights and any use of materials not original to the applicant is grounds for disqualification from the Program;
- i. Cannot communicate messages inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
- j. Cannot itself be in violation of any law.

If you suspect that any application infringes your intellectual property rights, please contact Chad@ParkerAlexander.com or write to Parker Alexander, LLC, at 2503 Ferrand Street, Monroe LA 71201.

**YOU ACKNOWLEDGE THAT SUBMISSIONS ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL APPLICANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.** Sponsor reserves the right to accept or reject any Submission in its sole discretion. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to applicants. Sponsor reserves the right to waive the submission requirements set forth herein in its reasonable discretion.

**5. Scholarship Recipient Selection and Notification:** At the end of the Program Period, a total of up to five (5) 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 May 9th, 2022 ("Notification"). Sponsor may notify recipients earlier.

Each applicant acknowledges and agrees that potential scholarship recipients may be subject to a background check (including, without limitation, civil and criminal court records and police reports). Sponsor reserves the right in its sole discretion to disqualify any applicant if the results of such background check/audit reveals that the applicant is either not eligible to participate in the Program or if the Sponsor determines, in its sole discretion, that participation of applicant might reflect negatively on Sponsor, or if the application contains false, deceptive, or incomplete information.

Potential scholarship recipients are also subject to verification, including verification of age. Each scholarship recipient (and his/her/their 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 Sponsor's sole discretion (even if the scholarship recipient's name has already been announced). Sponsor is not responsible for any change of email address or other contact information of applicants.

6. Scholarship Awards (approximately 2 total): Sponsor will generally evaluate applications and award scholarships of \$2,500.00 and \$500.00.

| Award Quantity         | Award Amount |
|------------------------|--------------|
| One (1) – Grand Prize  | \$2,500.00   |
| One (1) – Second Prize | \$500.00     |

7. General Scholarship Conditions & Administration:

Total value of all scholarships: Up to \$3,000.00. Limit one (1) scholarship per person. All awards will be directed by Parker Alexander, LLC, who will work with selected scholarship recipients to administer scholarship funds to the higher education institute designated by the scholarship recipient upon the recipient's enrollment. Selected scholarship recipient agrees that he/she/they will promptly provide Parker Alexander, LLC, with all information required to administer the scholarship award to the higher education institute. Scholarships must be utilized at an accredited post-high school/postsecondary educational programs (including accredited two- and four-year colleges, universities, vocational-technical, and trade schools in the 50 United States or D.C.) for tuition, required fees, books, and course-specific supplies. Sponsor will work with recipients who may experience scholarship displacement or have unique scholarship disbursement needs on an individual basis.

To avoid forfeiting the funds, recipients must accept the scholarship award within six (6) months of notification of scholarship award and begin to use the funds within one (1) year of notification of scholarship award. Funds must be fully used within five (5) years. Any funds remaining after five (5) years will be forfeited. Recipients may request distribution over multiple years provided the recipient remains enrolled at a designated higher education institute. Throughout the period in which you are receiving scholarship funds from the Sponsor, you are expected to exhibit personal qualities that reflect the high standards established by the Sponsor and to conduct yourself in a manner befitting a Parker Alexander scholarship recipient. If you, in the opinion of the Sponsor, are determined to have acted in a manner (i) inconsistent with the Sponsor's standards, that (ii) reflects poorly on or may damage the name, reputation, credibility or goodwill of Sponsor, (iii) could result in victimization or harassment, (iv) could lead to criminal or civil liability, or (v) could be reasonably found to be offensive, obscene, threatening, abusive or defamatory, you may lose the scholarship and immediately forfeit any remaining portion of the scholarship. You may also lose the right to be recognized as a Parker Alexander scholarship recipient. Recipients are ineligible for selection of subsequent Parker Alexander scholarship awards.

Sponsor reserves the right to award more or less than five (5) scholarships and more or less than \$3,000.00 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. Receipt of a scholarship is contingent upon fulfilling all requirements set forth herein.

8. General Program 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 Sponsor, Parker Alexander, LLC, 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, and (b) 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 Sponsor and those acting under its 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.

9. Limitation of Liability: Sponsor is 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. Sponsor reserves the right at its sole discretion, to disqualify any individual applicant (and his or her application) who tampers with the application process.

10. Binding Arbitration: Any controversy or claim arising out of or relating to this Program shall be settled by binding arbitration pursuant to La. R.S. 9:4201, *et seq.*, in a location determined by the arbitrator as set forth herein. All claimants and applicants (or applicants' parent/legal guardian, as applicable) explicitly waive the right to a jury trial on those matters subject to arbitration. In the event of a dispute, claimants and applicants (or applicants' parent/legal guardian, as applicable) must file a demand for arbitration with Mediation Arbitration Professional Systems, Inc. ("MAPS"), which arbitration shall be conducted according to the Rules of Mediation Arbitration

Professional Systems, Inc., and by a single arbitrator. The arbitrator shall apply Louisiana law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. 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 MAPS, 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, applicant (or applicants' parent/legal guardian, as applicable) 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 MAPS 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.

11. 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 State of Louisiana, 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

State of Louisiana, in Ouachita Parish, Louisiana. By entering, applicants consent to the jurisdiction and venue of the federal, state and local courts located in Ouachita Parish, Louisiana, USA and waive any challenge to such venue.

12. Scholarship Recipient List: Parker Alexander will make available, upon demand or by posting to ParkerAlexander.com a list of scholarship recipients following the notification period.

13. Sponsor: Parker Alexander, LLC, 2503 Ferrand Street, Monroe LA 71201.