

Hummingbird International, LLC. Scholarship Terms and Conditions

The \$3000 Logo Design Scholarship (hereon Scholarship) is provided by Hummingbird International, LLC, herein referred to as HB, (and its sister concerns), located at 668 Stony Hill Road, Suite 11, Yardley, PA 19067. The following terms and conditions apply when applicant is selected for Scholarship Award for financial aid (hereon Award).

Scholarship Eligibility

The Scholarship is open to rising college juniors and seniors for the semester duration 2017-18 who are currently enrolled in an accredited graphic design degree program in the United States. Students must be a minimum of 18 years old and have a GPA of 2.5 or higher. Students must have completed and submitted application in full by marked deadline*.

1. Scholarship Award Terms

- I) Once Scholarship awardee is chosen an Award Letter will be sent to the awardee. The awardee will be required to submit the Award Letter to their respective university financial aid and/or billing department.
- II) The Award will be made directly to the university and the Award will be applied based on the university policy and procedure. Generally, Awards will be split between the fall and spring semester, meaning half of the total scholarship award will be applied towards the fall semester and the second half towards the spring semester, (\$1500 respectively). The Award is an Outside Scholarship Award and may impact the amount of other scholarships awarded to the awardee.
- III) Additionally, Scholarship Award is for the sole purpose of education benefits and must be applied in full for that purpose. Any monies used for room and board may be considered taxable income and it is recommended that the awardee seek counsel of both the financial aid office and that of a professional accountant to fully understand the implications that an Outside Scholarship will have on preexisting scholarships and grants received.
- IV) As the Scholarship applicant, you agree to be bound by these terms and by the decisions made by HB, which are final and binding in all respects. HB holds the right

to make any decisions regarding your disqualification if you violate these terms, tamper with the operation of the scholarship or engage in any conduct that is detrimental or unfair to HB, the scholarship or any other individual who has applied for the scholarship.

- V) HB reserves the right to disqualify any person who submits work that is plagiarized or that has been published in print, media or internet without the written consent of HB.

2. Scholarship Period: How to Enter, Awards and Odds

- I) Applicants must complete application forms and submit all related links and documents by posted deadline via email and include electronic signature. Submissions via snail mail must be sent to correspondence address and must be postmarked ten (10) business days before deadline.
- II) Odds of becoming Scholarship awardee will depend on the total number of applications received and the quality of the applicant's work. There is no purchase required and any purchase made will not increase your shot at being awarded a scholarship.
- III) Scholarship Award will be paid directly to the winner's educational institution on behalf of the scholarship winner. Scholarship notifications returned as undeliverable or scholarships 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.
- IV) Scholarships are not transferable. No substitutions or exchanges are permitted. Any tax liability associated with the receipt or use of any scholarship funds are the sole responsibility of the winner.

3. Rights to Submit and Use Materials

- I) You represent that you have the right to use any material you submit as part of your scholarship application, including text, audio, video, audiovisual, html, links or other materials, and none 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 HB).

- II) You fully assign to HB (to the extent such rights are vested in you) all copyrights and other intellectual property rights in any content transmitted by you as part of the scholarship application. If for some reason the foregoing assignment is ineffective, you grant to HB a non-exclusive, worldwide, perpetual license 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, HB may freely use the content without payment of any license fees to you or any third party.
- III) You agree to indemnify and hold harmless HB from and against all claims, costs, losses, damages and expenses (including reasonable attorney's fees) incurred by HB arising out of or in connection the content or based on HB use of the content you submit, 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 Commonwealth of Pennsylvania without reference to its principles of conflicts of laws.

Arbitration Venue

ANY DISPUTE REGARDING THE CONTEST IS EXCLUSIVELY SUBJECT TO ARBITRATION IN PENNSYLVANIA, PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. YOU HEREBY IRREVOCABLY WAIVE 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 BUCKS COUNTY< PENNSYLVANIA IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. YOU FURTHER WAIVE ANY OBJECTION TO VENUE IN BUCKS COUNTY, PENNSYLVANIA WHETHER

SUCH OBJECTION IS BASED ON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, FORUM NON CONVENIENS OR THE LIKE. BUCKS COUNTY, PENNSYLVANIA SHALL BE THE EXCLUSIVE VENUE AND JURISDICTION TO RESOLVE ANY DISPUTES RELATING TO THE CONTEST AND YOU IRREVOCABLY SUBMIT TO JURISDICTION IN THE COMMONWEALTH OF PENNSYLVANIA.

{Pennsylvania common law arbitration (42 Pa. Cons. Stat. § 7341)}.

Disclaimer

If the applicant is selected to receive Award, applicant agrees that any such award will only be used for Qualified Educational Expenses at an Eligible Educational Institution as both terms are defined by the Internal Revenue Code. Such expenses include tuition and fees required to enroll at the institution as well as course related expenses such as fees, books, supplies and equipment required for the courses by the institution. Pursuant to the Internal Revenue Code, scholarship funds cannot be used for room and board, travel, research or equipment or other expenses that are not required for attendance at the institution.

HB is not responsible for any late, lost misrouted or otherwise damaged or incomplete entries, including any failure of electronic hardware, software or the Internet, or for any other reason beyond the company's control.

Electronic Submissions can be sent to:

scholarship@designmantic.com

Correspondence and Snail Mail Applications should be submitted to:

Hummingbird International, LLC

1670 Whitehorse-Hamilton Square Road, Suite 3

Hamilton, NJ 08690

Attention: Scholarship Review Department

The team at DesignMantic encourages you to continue your education in graphic design and hope that you will consider applying for our scholarship to achieve your academic goals.