RSM US FOUNDATION POWER YOUR EDUCATION SCHOLARSHIP PROGRAM
Terms and Conditions

RSM US Foundation is helping college business students realize their dreams in the Power Your Education Scholarship Program (the “Program”).

1. Eligibility: The Program is open only to legal residents of the 50 United States and the District of Columbia who are at least 18 years old as of the date of application. Applicants also must be two years from graduation and full-time employment (sophomores on the 4-year track and juniors on the 5-year track) studying business or technology in a bachelor’s degree program at an accredited college or university located in the 50 United States or DC. Applicants also must be full-time students in good standing at their college/university and have a cumulative grade point average of 3.0 or above. For purposes of this Program, an applicant will be deemed to be “studying business” if the applicant is enrolled in his/her college/university’s college of business or if the applicant has a business-related major or minor such as accounting, finance, marketing, management, or real estate. An applicant will be deemed to be “studying technology” if the applicant is enrolled in his/her college/university’s college of business or college of arts & sciences with a technology-related major or minor such as information technology, management information systems, computer information systems, computer networking, or cyber security. Full-time and/or part-time interns, employees, temporary employees, partners, principals, and contractors (and their immediate family members) of RSM US LLP, RSM US Wealth Management LLC, RSM US Insurance Agency Services LLC, Risk & Regulatory Consulting, LLC, and their respective direct and indirect subsidiaries (collectively, “RSM US”) and of RSM US Foundation are not eligible. For purposes of this Program, the term immediate family member includes spouses, domestic partners, biological, adopted, or foster children, step-children, children of a domestic partner, children of a person standing in loco parentis, parents, parents-in-law, parents of a domestic partner, grandparents, grandchildren, siblings, siblings of a domestic partner, or siblings-in-law. Any person who has received a scholarship or other aid in prior years of the Program or a similar program of RSM US or the RSM US Foundation is not eligible. RSM US Foundation will determine in its sole discretion whether any potential applicant meets the eligibility criteria set forth above. Void where prohibited.

2. Agreement to Terms: By participating in the Program, applicant fully and unconditionally agrees to and accepts these Terms and Conditions (the “Terms”) and the decisions of RSM US Foundation and the judges, which are final and binding in all matters related to the Program. Whether an applicant receives a Scholarship (defined below) is contingent upon fulfilling all requirements set forth herein.

3. Application Period: The application portion of the Program begins on January 13, 2020 at 12:01 a.m. CT and ends on February 29, 2020 at 11:59 p.m. CT (“Application Period”). RSM US Foundation’s computer is the official time-keeping device for the Program.

4. How to Apply: During the Application Period, visit www.rsmus.com/poweryoureducation and follow the links and instructions to apply for the Program. You will be required to upload an unofficial copy of your current complete college transcript, provide a short written statement about something that makes you unique (the “Statement”), and provide a link to a video (uploaded to the video sharing platform of your choice, although the platform must be accessible for RSM US Foundation without the payment of a fee) demonstrating what the RSM brand promise The Power of Being Understood® means to you (the “Video”). The Video should include elements from some or all of RSM US’ core values as described below. (Collectively, the information, Statement, and Video are referred to as the “Application.”) By submitting the Application, you agree that your Statement and Video each conform to the Submission Guidelines and represent and warrant that your Statement and Video conform to the Content Restrictions as set forth below (collectively, the “Guidelines and Restrictions”) and that RSM US Foundation, in its sole discretion, may disqualify you from the Program if RSM US Foundation believes, in its sole discretion, that your Video and/or Statement fails to conform to the Guidelines and Restrictions.
Submission Guidelines:
- The Statement must be in text format;
- The Statement must not exceed 200 characters in length;
- The Video must be no more than 30 seconds long;
- The Statement must be created solely by applicant;
- The Video must be created by applicant, or, to the extent the applicant received assistance in creating the Video, the applicant must have all rights necessary to submit the Video in the Program, including permission to do so from the individual who assisted in the creation of the Video, and to grant the rights provided for in these Terms;
- The Statement and Video must be in English; and
- Neither the Statement nor the Video can have previously been entered in a promotion of any kind.

Content Restrictions:
- If the Statement and/or Video depict anyone other than the applicant, the applicant must secure releases from all recognizable individuals who appear in the Statement and/or Video;
- The Statement and Video must not contain material that violates or infringes another’s rights, including, but not limited to, privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;
- The Statement and Video must not disparage RSM US Foundation, RSM US, or any other person or party affiliated with the promotion or administration of this Program;
- The Statement and Video must not contain material that is inappropriate, indecent, obscene, hateful, tortious, or defamatory;
- The Statement and Video must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, color, religion, gender, age, national origin, disability, pregnancy, citizenship status, veteran status, sexual orientation, gender identity and expression, marital status, genetic information, or any other characteristic protected by federal, state, or local law; and
- The Statement and Video must not contain material that is unlawful or in violation of or contrary to the laws or regulations in any jurisdiction where the Statement and Video are created.

For all Applications: Limit one Application per person and per email address. Applications received from any person or email address in excess of the stated limit will be void if discovered by RSM US Foundation. Applications generated by script, macro, or other automated means are void if discovered by RSM US Foundation. If an individual has assisted an applicant in the creation of the Video and if RSM US Foundation and/or RSM US so request(s), applicant must be able to provide evidence in a form acceptable to RSM US Foundation and/or RSM US of that individual’s grant of rights in the Video and permission to submit the Video in the Program. If a recognizable individual appears in either the Statement or Video and if RSM US Foundation and/or RSM US so request(s), applicant must be able to provide evidence in a form acceptable to RSM US Foundation and/or RSM US of that individual’s grant of rights in the Statement and/or Video and permission to submit the Statement and/or Video in the Program. Uploading an Application constitutes applicant’s grant to RSM US Foundation and RSM US of a royalty-free, irrevocable, perpetual, and non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display the Statement and Video in whole or in part, on a worldwide basis, and to incorporate them into other works, in any form, media, or technology now known or later developed, including for promotional or marketing purposes. If requested, applicant must sign any documentation required for RSM US Foundation, RSM US, or their respective designees to make use of the non-exclusive rights applicant is granting to use the Statement and Video. Released Parties (as defined below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Applications, all of which will be void.

5. Recipient Determination: In April of 2020, a panel of judges, selected by RSM US Foundation in its sole discretion, will review and judge each applicant’s Application based on quality of the Video (75%), quality
of the Statement (10%), and applicant’s GPA (15%) (“Judging Criteria”). Judges will grade the Video, Statement, and GPA each on a scale of one to seven, with seven being the highest score. In judging the Video, judges will evaluate the degree to which the Video reflects the following RSM US core values: Integrity (is the Video believable and from the heart); Teamwork (does the Video display a desire to work with others); Excellence (does the Video reflect innovation and creativity); Stewardship (does the Video tie into RSM US’ middle market focus and show support for one’s local community); and/or Respect (does the Video demonstrate the importance of respect and fair treatment of others). The judges will evaluate the Statement based on creativity, quality of writing, and reflection of the applicant’s individuality. The 10 applicants whose Applications receive the highest scores based upon the Judging Criteria will be deemed recipients of Scholarships as set forth below (“Recipients”), subject to verification. If there is a tie for 10th, the applicant with the highest score on the Video will be deemed the Recipient. The next tie-breaker will be the Statement score, and the final tie-breaker will be the applicant’s GPA. All Recipients must be active students in good standing with their college/university at the time of Recipient selection. Please note that, if an individual assists an applicant with the creation of a Video, that individual will have no entitlement to any portion of the Scholarship. Only the applicant will receive the Scholarship.

6. **Recipient Requirements:** RSM US Foundation will attempt to notify potential Recipients by telephone or email. Receiving a Scholarship is contingent upon compliance with these Terms. Potential Recipients (and Recipient’s parent or legal guardian if Recipient is a minor in his or her state of residence) will be required to sign and return an **Affidavit of Eligibility, Liability & Publicity/IP Release**, substantially in the form attached as **Exhibit A** hereto (“Affidavit”) (Tennessee residents are not required to sign a publicity release) and provide any other documents or documentation RSM US Foundation may reasonably require. A potential Recipient’s signed Affidavit must be received by RSM US Foundation within 10 business days of the date the Affidavit is sent to such potential Recipient, in order for such Recipient to be granted his/her Scholarship. If a potential Recipient (a) cannot be contacted directly by, or does not respond to, RSM US Foundation within 48 hours of initial attempted notification, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the Scholarship, (d) fails to execute and return the Affidavit within the required time period or fails to provide any other required documents by the deadlines established by RSM US Foundation, or (e) is otherwise determined to be ineligible or not in compliance with these Terms, then RSM US Foundation may, in its sole discretion, disqualify that individual. If a potential Recipient is disqualified for any reason during the Recipient confirmation phase, then such potential Recipient forfeits the Scholarship and the non-winning applicant with the highest point total based upon the Judging Criteria will replace such potential Recipient (and such applicant will then become a potential Recipient themselves).

Acceptance of any Scholarship constitutes and signifies Recipient’s agreement and consent that RSM US Foundation and RSM US may use the Recipient’s name, photograph, likeness, biographical information, opinions, voice, city, state, Application, and/or Scholarship information in connection with the Program, worldwide, including the internet, without limitation and without further payment or consideration, except where prohibited by law. (Tennessee residents are not required to agree to a publicity release.) Without limiting the generality of these Terms, each Recipient shall irrevocably grant, transfer, convey, and assign to RSM US Foundation and RSM US the entirety of the rights in and to the Statement and Video, including, as applicable, all renewals and extensions of copyright and the right to secure copyright registrations thereto in perpetuity, including, without limitation, the rights to use the Statement and Video for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity without any further compensation to Recipient or right of approval by Recipient.

Recipient accepts and acknowledges that neither RSM US Foundation nor RSM US will be obligated to use the Statement and/or Video and that RSM US Foundation and RSM US each, in their respective sole discretion, have the right to refrain from using the Statement and/or Video. Neither RSM US Foundation nor RSM US will incur any liability whatsoever to the extent RSM US Foundation or RSM US chooses to refrain from any exploitation of its rights hereunder. Recipient shall indemnify the Released Parties (as defined in Section 8, below) and any licensee of RSM US Foundation or RSM US against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach by Recipient of these Terms.
7. Scholarships: There will be 10 Recipients. Each Recipient will receive a $10,000 scholarship ("Scholarship") to be applied toward such Recipient’s tuition and/or room and board at his/her college/university. Each Scholarship will be provided in the form of two separate $5,000 payments, each made directly to such Recipient’s college/university: one $5,000 payment for the Fall 2020 semester and one $5,000 payment for the Spring 2021 semester. (If the Recipient’s college/university is on the quarter system, the payments will be made for the Fall 2020 term and the Winter 2021 term.) The Scholarship may be applied only to tuition and/or room and board. It may not be applied to other fees the Recipient’s college/university may levy or which the Recipient may incur (e.g., late fees, student activity fees, club sports dues). Each payment will be made directly to the Recipient’s college/university and not to the Recipient. To the extent the Scholarship is to be used for room and board, it is applicable only to college/university housing and meal services and not for housing and meal services provided by non-university/college entities. The Scholarship is not payable beyond the 2020-21 academic year; it cannot, for example, be divided into five $2,000 payments. The Recipient must be a student in good standing at the time each portion of the Scholarship funds is paid. If the Recipient is not in good standing, that portion of the Scholarship will be waived. Total value of all Scholarships to be granted under the Program: $100,000. Each Recipient will also receive an opportunity to participate in RSM US’ 2020 Pathways Summer Leadership program at the RSM US office location of his or her choice, provided that office offers the program and there is space available in the program at that office, and provided further that the Recipient meets the generally applied criteria for participation in the summer leadership program. Recipients are not required to participate in the summer leadership program in order to receive their Scholarships. If the Recipient does participate in the summer leadership program, such participation will be pursuant to the terms applicable to the summer leadership program. There is no cash value to the opportunity to participate in the summer leadership program, and, if the Recipient does not participate in the summer leadership program for any reason, no alternate opportunity will be offered. Scholarships are non-transferable and no substitution will be made unless RSM US Foundation, in its sole discretion, determines otherwise. All properly claimed Scholarships will be provided, provided that a sufficient number of eligible Applications are received.

8. Release: In consideration for his or her participation in the Program, each applicant agrees to release, indemnify, and hold harmless RSM US Foundation and RSM US and all of their respective parent companies, affiliates, subsidiaries, suppliers, distributors, advertising and promotion agencies, franchisees, promoters, and all of their respective partners, principals, officers, directors, agents, shareholders, representatives, employees, and related persons (collectively, the “Released Parties”) from and against any and all causes of action, claims, demands, liabilities, suits, contracts, debts, monetary sums, damages, losses, costs, injuries, and rights of any kind or nature whatsoever, in law or equity, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye, or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright, or other intellectual property rights, all economic damages, expenses of any kind (including without limitation attorneys’ fees), loss of business opportunities, embarrassment, mental anguish, loss of consortium or companionship or services, loss of employment, personal injury, death, or damage to or loss of property, arising out of participation in the Program, an Application, or receipt or use or misuse of any Scholarship.

9. General Conditions: RSM US Foundation reserves the right to terminate, suspend, and/or modify the Program, or any part of it, if any fraud, technical failures, or any other factor beyond RSM US Foundation’s reasonable control impairs the integrity or proper functioning of the Program, as determined by RSM US Foundation in its sole discretion. If RSM US Foundation terminates the Program, RSM US Foundation will determine Recipients from among eligible, non-suspect Applications received as of the Program termination date by applying the criteria set forth above. If RSM US Foundation terminates, suspends, or modifies the Program or these Terms, RSM US Foundation will post notice of its action on the Program website. RSM US Foundation, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the application process or the operation of the Program or to be acting in violation of these Terms or in an unsportsmanlike or disruptive manner. If a dispute arises regarding compliance with these Terms, RSM US Foundation may consider, in its sole discretion, data reasonably available to RSM US Foundation through information technology systems in RSM US Foundation’s control, but RSM US Foundation will not be obligated to consider any data or other information collected from any other source. RSM US Foundation’s failure to enforce any term of these Terms will not constitute a waiver of such provision. If there is any
conflict between any application or marketing material used in connection with or referencing the Program and/or these Terms, these Terms will govern.

By participating in the Program, each applicant expressly consents to the Released Parties and their respective agents and/or representatives storing, sharing, and using any personal information applicant submits for the Program only for the purpose of administering the Program and in accordance with RSM’s privacy policy (available at https://rsmus.com/who-we-are/privacy-policy.html). The preceding sentence does not limit any other consent(s) that an individual may provide the Released Parties or others in relation to the collection, use, and/or disclosure of their personal information.

10. **Limitations of Liability:** The Released Parties are not responsible for (a) any incorrect or inaccurate information, whether caused by an applicant, printing errors, or by any of the equipment or programming associated with or utilized in the Program, (b) technical failures of any kind, including, but not limited to, the Video link, malfunctions, interruptions, or disconnections in phone lines or network hardware or software, (c) unauthorized human intervention in any part of the application process or the Program, (d) technical or human error that may occur in the administration of the Program or the processing of Applications, (e) late, lost, undeliverable, damaged, or stolen Applications, or (f) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from applicant’s participation in the Program or receipt or use or misuse of any Scholarship. RSM US Foundation is not responsible for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections, or failed, incomplete, garbled, or delayed computer transmissions or any combination thereof. RSM US Foundation is not responsible for any typographical or other errors in Applications, selection announcement, or for any liability for damage to any computer system resulting from participation in, accessing, or downloading information in connection with this Program.

11. **Disputes:** Except where prohibited, applicants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with this Program or any Scholarship provided must be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of Illinois or the appropriate Illinois state court located in Cook County, Illinois, (b) any and all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program, but in no event attorneys’ fees, and (c) under no circumstances will applicant be permitted to obtain awards for, and applicant hereby waives all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations may not apply to you. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms, or the rights and obligations of the applicant and RSM US Foundation and/or RSM US in connection with the Program or these Terms, will be governed by, and construed in accordance with, the laws of the State of Illinois without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

12. **Sponsor:** RSM US Foundation, 801 Nicollet Mall, West Tower, Ste. 1100, Minneapolis, MN 55402.