

RSM US FOUNDATION POWER YOUR EDUCATION SCHOLARSHIP PROGRAM (U.S.)
Terms and Conditions

RSM US Foundation (the “*Foundation*”) is helping college business or technology students realize their dreams through the Power Your Education Scholarship Program (U.S.) (the “*Program*”).

1. Eligibility: Applicant must be a U.S. citizen, U.S. permanent resident (holder of a Permanent Resident card), individual granted deferred action status under the Deferred Action for Childhood Arrivals program (DACA), or an individual with asylee/refugee/temporary protected status and qualified as an alien authorized to work. Applicant must be, as of the date of application submission, at least 18 years of age. Applicant also must be a full-time student in good standing at a qualifying college/university and have a cumulative grade point average of 3.0 or above on a 4.0 scale (or its equivalent). A qualifying college/university must be an accredited four-year college or university located in the 50 United States or District of Columbia (each, a “*College/University*”). For-profit colleges, which are higher educational institutions owned and operated by profit-seeking private businesses, are not deemed Colleges/Universities for purposes of this Program.

Applicant must be a current freshman, sophomore, or junior (i.e., a first, second, or third year on the 4-year track or a third year on the 5-year track) at a College/University. Applicant must be studying business or technology in a bachelor’s degree program at a College/University. 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 in accounting, finance, business, or technology. 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 such as information technology, management information systems, computer information systems, computer networking, or cyber security. Students studying industrial engineering and computer engineering will also be eligible.

Full-time and/or part-time employees, temporary employees, partners, principals, contractors, and current or former interns (and their immediate family members) of RSM US LLP, Risk & Regulatory Consulting, LLC, and their respective affiliated entities (collectively, “*RSM*”) and of the 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 spouse or 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 or the Foundation is not eligible.

The 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 (these “*Terms*”) and the decisions of the Foundation and the judges, which are final and binding in all matters related to the Program. Whether an applicant receives a Scholarship (defined in Section 7 below) is contingent upon fulfilling all requirements set forth herein.

3. Application Period: The application portion of the Program begins on December 1, 2022 at 12:01 a.m. CT and ends on February 28, 2023 at 11:59 p.m. CT (“*Application Period*”).

4. How to Apply: During the Application Period, visit <https://rsmus.com/who-we-are/corporate-responsibility/rsm-foundation/university-giving/power-your-education-scholarship-program.html> and follow the links and instructions to apply for the Program. You will be required to upload an unofficial copy of your current and 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 YouTube) demonstrating what the RSM brand promise The Power of Being Understood® means to you (the “*Video*”). Please select “Unlisted”

from the visibility settings when you upload your Video on YouTube, so that your Video is not publicly available. The Video should include elements from some or all of RSM's core values as described below in Section 5. You do not need to mention RSM in your Video and doing so will not improve your chances of winning. (Collectively, the transcript, Statement, Video, and any other information you provide are referred to as the "**Application.**") By submitting the Application, you agree that your Statement and Video each conform to the Submission Guidelines below and, with respect to the Video, to YouTube's guidelines and terms of use. Furthermore, by submitting the Application, you represent and warrant that your Statement and Video conform to the Content Restrictions as set forth below (collectively, the "**Guidelines and Restrictions**") and that the Foundation, in its sole discretion, may disqualify you from the Program if the Foundation believes, in its sole discretion, that your Application fails to conform to the Guidelines and Restrictions. Foundation is committed to providing equal opportunity and reasonable accommodation for people with disabilities. If you would like to request a reasonable accommodation to complete the Application, please send your request to RSMscholarships@rsmus.com.

Submission Guidelines:

- 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 confirm that all such individuals agree to appear in the Statement or Video and that such individuals understand how applicant will use the Statement or Video (further, Sponsor may require applicant to secure signed releases from such individuals, which release forms Sponsor will provide to applicant);
- The Statement and Video must contain only original content of the applicant. The Statement and Video must not contain material that violates or infringes another's rights (or that will give rise to any claims whatsoever regarding such rights), including, but not limited to, privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;
- The Statement and Video must not disparage the Foundation, RSM, 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;
- The Video must be in compliance with the YouTube Terms of Service; and
- The Statement and Video must not contain material that is unlawful or in violation of or contrary to the laws, regulations, or guidelines 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 the Foundation. Applications generated by script, macro, or other automated means are void if discovered by the Foundation. If an individual has assisted an applicant in the creation of the Video and if the Foundation and/or RSM so request(s), applicant must be able to provide

evidence in a form acceptable to the Foundation and/or RSM 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 the Foundation and/or RSM so request(s), applicant must be able to provide evidence in a form acceptable to the Foundation and/or RSM 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 the following: (i) applicant's grant to the Foundation and RSM (and their respective affiliates, subsidiaries, licensees, and assignees) of a royalty-free, irrevocable, perpetual, and non-exclusive license to reproduce, modify, edit, publish, create derivative works from, communicate to the public, display, and otherwise use 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 (including without limitation, the Internet, television, or offline promotions) now known or later developed, for any purpose including for promotional or marketing purposes; and (ii) applicant's waiver of all moral rights in and to his/her Statement and Video (and each component thereof) in favor of the Foundation and RSM (and anyone authorized by the Foundation or RSM to use such Statement and Video). If requested, applicant must sign any documentation required for the Foundation, RSM, 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 in Section 8 below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Applications, all of which will be void. Applicant hereby agrees to release and hold harmless the Released Parties (as defined in Section 8 below) from and against any and all claims, damages, liabilities, costs, and expenses arising from any use of his/her Statement or Video (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement, or any other intellectual property related or other cause of action whatsoever.

5. Recipient Determination: In March and April of 2023, a panel of judges, selected by the 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 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's 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 ten (10) applicants whose Applications receive the highest scores based upon the Judging Criteria will be deemed potential recipients of Scholarships as set forth below ("**Recipients**"), subject to verification. If there is a tie for tenth, 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, full-time 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: The Foundation will attempt (minimum two (2) attempts) to notify potential Recipients by telephone or email in or around the middle of April 2023. Receiving a Scholarship is contingent upon compliance with these Terms. Potential Recipients 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 the Foundation may reasonably require. A potential Recipient's signed Affidavit must be received and accepted by the Foundation within ten (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, the 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 the Foundation, or

(e) is otherwise determined to be ineligible or not in compliance with these Terms, then the 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 total score based upon the Judging Criteria will replace such potential Recipient (and such applicant will then become a potential Recipient).

Acceptance of any Scholarship constitutes and signifies Recipient's agreement and consent that the Foundation and RSM may use the Recipient's name, photograph, biographical information, opinions, voice, city, state, Application, Scholarship information, and/or any other likeness in connection with the Program, worldwide, including the Internet, without limitation and without further compensation, consideration, credit, or right of review or approval, 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 the Foundation and RSM 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 the Foundation nor RSM will be obligated to use the Statement and/or Video and that the Foundation and RSM each, in their respective sole discretion, have the right to refrain from using the Statement and/or Video. Neither the Foundation nor RSM will incur any liability whatsoever to the extent the Foundation or RSM 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 the Foundation or RSM 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 ten (10) Recipients. Each Recipient will receive a \$10,000 scholarship ("*Scholarship*") to be applied toward such Recipient's tuition/room & 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 2023 semester and one \$5,000 payment for the Spring 2024 semester. (If the Recipient's College/University is on the quarter or trimester system, the payments will be made for the corresponding Fall and Winter terms.) The Scholarship may be applied only to tuition/room & board. It may not be applied to other fees that the Recipient's College/University may levy or which the Recipient may incur (e.g., late fees, student activity fees, club sports dues, etc.). 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 & board, it is applicable only to College/University housing and meal services and not for housing and meal services provided by non-College/University entities. The Scholarship is not payable beyond the 2023-2024 academic year; it cannot, for example, be divided into five \$2,000 payments. Notwithstanding the foregoing, Sponsor, in its sole discretion, will consider flexibility on the payment schedule in demonstrated cases of special need or circumstance (e.g., Recipients who do co-ops/internships that extend the timeframe of their academic year beyond the 2023-2024 academic year). The Recipient must be a full-time student at their College/University and in good standing at the time each portion of the Scholarship funds is paid. Recipient will be asked to provide proof (including via production of a current transcript) of Recipient's status at Recipient's College/University. If the Recipient is not a full-time student in good standing, then that portion of the Scholarship will be forfeited. Total value of all Scholarships to be granted under the Program: up to \$100,000.

Each Recipient will also be invited to an information session. Recipients are not required to attend such information session in order to receive their Scholarships (however, no alternate information session will be offered as part of this scholarship if they do not attend at the time offered as part of the scholarship award).

Scholarships are non-transferable and no substitution will be made unless the Foundation, in its sole discretion, determines otherwise. All properly claimed Scholarships will be distributed, 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 the Foundation and RSM and all of their respective parent companies, affiliates, subsidiaries, vendors, prize suppliers, advertising and promotion agencies, contractors, and any other entity involved in the development or administration of the Program and all of their respective partners, principals, officers, directors, employees, shareholders, representatives, agents, successors, heirs, assigns, and related persons and every person acting by, through, under, or in concert with any of the foregoing (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: The Foundation reserves the right to terminate, suspend, and/or modify the Program, or any part of it, for any reason or if any fraud, technical failures, or any other factor beyond the Foundation’s reasonable control impairs the integrity or proper functioning of the Program, as determined by the Foundation in its sole discretion. If the Foundation terminates the Program, the 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 the Foundation terminates, suspends, or modifies the Program or these Terms, the Foundation will post notice of its action on the Program website. The 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, the Foundation may consider, in its sole discretion, data reasonably available to the Foundation through information technology systems in the Foundation’s control, but the Foundation will not be obligated to consider any data or other information collected from any other source. The 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.

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 the Foundation and/or RSM 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. 1200, Minneapolis, MN 55402.

**RSM US Foundation Power Your Education Scholarship Program (U.S.)
Abbreviated Terms**

Program open only to U.S. citizens, U.S. permanent residents (holders of a Permanent Resident card), individuals granted deferred action status under the Deferred Action for Childhood Arrivals program (DACA), and individuals with asylee/refugee/temporary protected status who are authorized to work and who are greater of 18. Applicant must have GPA of 3.0+ & must be full-time student in good standing at accredited 4-year college/univ. located in 50 US or DC (but not a for-profit school), current freshman, sophomore, or junior studying business or technology in bachelor's degree program. RSM & Foundation partners, principals, employees, interns (current and former), temps, contractors & their family not eligible. Void where prohibited. Program runs from 12/1/22 at 12:01 a.m. CT to 2/28/23 at 11:59 p.m. CT. To participate & for full rules & entry details, visit <https://rsmus.com/who-we-are/corporate-responsibility/rsm-foundation/university-giving/power-your-education-scholarship-program.html>, complete form, upload transcript, submit statement on what makes you unique & provide YouTube link to video demonstrating what the RSM brand promise *The Power of Being Understood*[®] means to you. (Select "Unlisted" from the visibility settings when uploading Video on YouTube.) Limit one (1) application per person & per email address. Judges will select recipients based on quality of video (75%), quality of statement (10%) & applicant's GPA (15%). 10 Scholarships: Each Scholarship is \$10,000, payable to recipient's eligible college/university. Total value of all Scholarships to be granted under the Program: up to \$100,000. Scholarship recipients will also be invited to an information session. Sponsor: RSM US Foundation, 801 Nicollet Mall, West Tower, Ste. 1200, Minneapolis, MN 55402.

Exhibit A - Affidavit

Affidavit of Eligibility, Liability & Publicity/IP Release

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

College/University: _____

Name of Program: RSM US Foundation Power Your Education Scholarship Program (U.S.) (the **“Program”**)

Scholarship: As one of the winning recipients, you will receive a \$10,000 scholarship to be applied toward your tuition/room & board at your College/University (as that term is defined below) (the **“Scholarship”**). Each Scholarship will be provided in the form of two separate \$5,000 payments, each made directly to your College/University: one \$5,000 payment for the Fall 2023 semester and one \$5,000 payment for the Spring 2024 semester. (If your College/University is on the quarter or trimester system, the payments will be made for the corresponding Fall and Winter terms.) The Scholarship may be applied only to tuition/room & board; it may not be applied to other fees that your College/University may levy or which you may incur (e.g., late fees, student activity fees, club sports dues, etc.). Each payment will be made directly to your College/University and not to you. To the extent the Scholarship is to be used for room & board, it is applicable only to College/University housing and meal services and not for housing and meal services provided by non-College/University entities. The Scholarship is not payable beyond the 2023-2024 academic year; it cannot, for example, be divided into five \$2,000 payments. Notwithstanding the foregoing, Sponsor, in its sole discretion, will consider flexibility on the payment schedule in demonstrated cases of special need or circumstance (e.g., Recipients who do co-ops/internships that extend the timeframe of their academic year beyond the 2023-2024 academic year). You must be a full-time student at your College/University and in good standing at the time each portion of the Scholarship funds is paid, and prior to each payment of Scholarship funds, you will be asked to provide proof (including via production of a current transcript) of your status at your College/University. If you are not a full-time student in good standing, then that portion of the Scholarship will be forfeited. You will also be invited to an information session. You are not required to attend such information session in order to receive your Scholarship funds.

I am signing this Affidavit of Eligibility, Liability & Publicity/IP Release (this **“Affidavit”**) to confirm my eligibility as a Scholarship recipient in the Program offered by RSM US Foundation (the **“Foundation”**) and as a condition of claiming the Scholarship, which is subject to the Terms and Conditions of the Program (the **“Terms”**) that I accepted as a condition of application for the Program. Therefore, I represent as follows:

1. All of the information about me in this Affidavit is truthful and accurate. I have read and complied with the Terms in all respects and will continue to comply with the Terms. I am a U.S. citizen, U.S. permanent resident (holder of a Permanent Resident card), individual granted deferred action status under the Deferred Action for Childhood Arrivals program (DACA), or asylee/refugee/holder of temporary protected status authorized to work. I was at least 18 years of age as of the date of my application submission. I am a full-time student in good standing at a qualifying College/University, and I have a cumulative grade point average of 3.0 or above on a 4.0 scale (or its equivalent). A qualifying college/university must be an accredited four-year college or university located in the 50 United States or District of Columbia (each, a **“College/University”**). For-profit colleges, which are higher educational institutions owned and operated by profit-seeking private businesses, are not deemed Colleges/Universities for purposes of the Program. I was, as of the date of my application submission, a current freshman, sophomore, or junior at a College/University. I am studying business or technology (as described in the Terms) in a bachelor’s degree program at a College/University. I am not a full-time and/or part-time employee, temporary employee, partner,

principal, contractor, or current or former intern of RSM (as defined below) or of the Foundation (or the **“immediate family member”** (defined as spouse, domestic partner, biological, adopted, or foster child, step-child, child of a domestic partner, child of a person standing *in loco parentis*, parent, parent-in-law, parent of a domestic partner, grandparent, grandchild, sibling, sibling of a domestic partner, or sibling-in-law) of any of the foregoing individuals). I understand that, in order to remain eligible for Scholarship payments, I must remain a full-time student in good standing at my College/University through the 2023-2024 academic year. (RSM US LLP, Risk & Regulatory Consulting, LLC, and their respective affiliated entities are collectively referred to herein as **“RSM.”**)

2. I understand and agree that to be eligible to receive and accept the Scholarship, I must hereby acknowledge full and complete liability for all my expenses of any type not expressly included above, including any taxes, fees, and other costs.
3. I understand and accept sole responsibility for the possible risks, dangers, and hazards, including, but not limited to, the risk of injury, death, or property damage, associated with my receipt and use of the Scholarship.
4. I represent and warrant that the Statement and Video (as defined in the Terms): (a) have not previously been entered in a promotion of any kind, (b) do 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, (c) do not disparage the Foundation, RSM, or any other person or party affiliated with the promotion and administration of the Program, (d) do not contain material that is inappropriate, indecent, obscene, hateful, tortious, or defamatory, (e) do 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, (f) do 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 were created, and (g) in the case of the Video, that the Video is in compliance with the YouTube Terms of Service. I further represent and warrant that I created the Statement and that I created the Video and, to the extent I received assistance in the creation of the Video, I have all rights necessary to submit the Video in connection with 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 herein. I further represent and warrant that, if a recognizable individual appears in either the Statement or Video, I have permission from that individual to submit the Statement and/or Video in connection with the Program and have secured rights from that individual necessary to grant the rights provided for herein. If the Foundation and/or RSM so request(s), I will provide evidence in a form acceptable to the Foundation and/or RSM of the grant of rights by any of the foregoing individuals.
5. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND IN CONSIDERATION FOR MY PARTICIPATION IN THE PROGRAM, I, INDIVIDUALLY, AND ON BEHALF OF MY HEIRS, SUCCESSORS, ASSIGNS, AND PERSONAL REPRESENTATIVES, HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE AND INDEMNIFY AND HOLD HARMLESS THE FOUNDATION AND RSM AND ALL OF THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, VENDORS, PRIZE SUPPLIERS, ADVERTISING AND PROMOTION AGENCIES, CONTRACTORS, AND ANY OTHER ENTITY INVOLVED IN THE DEVELOPMENT OR ADMINISTRATION OF THE PROGRAM AND ALL OF THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, SUCCESSORS, HEIRS, ASSIGNS, AND RELATED PERSONS AND EVERY PERSON ACTING BY, THROUGH, UNDER, OR IN CONCERT WITH ANY OF THE FOREGOING (**“RELEASED PARTIES”**) FROM 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 OR INCURRED AS A RESULT OF MY PARTICIPATION IN THE PROGRAM, MY APPLICATION (AS DEFINED IN THE TERMS), MY ACCEPTANCE, USE, OR MISUSE OF THE SCHOLARSHIP, AND ANY ASPECT OF ANY OF THE FOREGOING, WHETHER EXISTING NOW OR THAT LATER MAY ACCRUE IN FAVOR OF ME OR ANY PERSON WHO MAY OR COULD ASSERT ANY CLAIM ON BEHALF OF OR THROUGH ME (INCLUDING MY HEIRS, SUCCESSORS, ASSIGNS, AND PERSONAL REPRESENTATIVES).

6. I agree to indemnify, defend (at the Released Parties' option), and hold the Released Parties harmless against any and all damages, losses, costs, and injuries of any kind including, but not limited to, all economic damages, expenses, costs of any kind, and attorneys' fees, arising out of or related to a breach by me of the representations, warranties, and covenants in this Affidavit.
7. In delivering and accepting the consideration provided for herein and in executing this Affidavit, I intend that the releases herein will be effective as a full and final release. I acknowledge and agree that these waivers of rights are essential and material terms of this instrument, and that the Foundation would not allow me to receive a Scholarship without such waivers.
8. If I am a resident of California, I expressly agree that I am relinquishing and waiving every right or benefit that I may have under Section 1542 of the Civil Code of the State of California to the full extent that I may waive such right or benefit pertaining to the subject matter of this instrument. Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

I acknowledge and agree that these waivers of rights under California Civil Code Section 1542 are essential and material terms of this instrument, and that the Foundation would not have entered into this Affidavit without such waivers.

9. I hereby expressly grant to the Foundation and RSM and their respective parent companies, affiliates, and subsidiaries, and all of their respective partners, principals, officers, directors, employees, agents, representatives, successors, assigns, licensees, and other related persons or entities, the irrevocable, perpetual, unrestricted, royalty-free, transferrable, sub-licensable unlimited right and permission to exhibit, display, use, reuse, publish, copy, transmit, distribute, modify, combine with other information or materials, create derivative works based on, communicate to the public, in whole or in part, in any media form, manner, or jurisdiction whatsoever, now known or in the future invented, without further compensation and with no right of prior approval by me, my Video, Statement, any other components of my Application, name, photograph, biographical information, opinions, voice, city, state, and/or any other likeness for trade, advertising, promotional, and any other lawful purpose without any additional consideration or compensation to me other than the Scholarship. (Tennessee residents are not required to consent to publicity release. **If you are a Tennessee resident and do not consent to the publicity release provisions, please initial here: _____.**)

10. I hereby irrevocably grant, transfer, convey, and assign to the Foundation and RSM the entirety of the rights in and to my Application, including the Statement, Video, and other components of my Application as applicable, all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity, including, without limitation, the rights described above. I waive all moral rights in and to the Statement, Video, and other components of my Application in favor of the Foundation and RSM (and anyone authorized by the Foundation or RSM to use such Statement and Video) and I will have no right to review or approve any use of the Statement, Video, or other components of my Application as provided for herein and no right to any payment. I acknowledge that the Foundation and RSM will not be obligated to use the Statement, Video, or other components of my Application and that the Foundation and RSM, each in their sole discretion, have the right to refrain from using the Statement, Video, and other components of my Application. The Foundation and RSM will not incur any liability whatsoever to the extent the Foundation and/or and RSM chooses to refrain from any exploitation of its rights hereunder.
11. To the extent permitted by law, all issues and questions concerning the construction, validity, interpretation, and enforceability of this Affidavit, or my rights and/or obligations or those of Released Parties in connection herewith or otherwise relating to the Program or Scholarship 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. Any legal proceedings arising out of this Affidavit, the Program, or my use of the Scholarship must be resolved exclusively by the United States District Court for the Northern District of Illinois or the appropriate Illinois state court located in Cook County, Illinois, and I expressly and irrevocably consent to the mandatory and exclusive jurisdiction in such courts with respect to such legal proceedings.
12. I agree that if any provision of this Affidavit is deemed to be unenforceable and/or void, the remainder of this Affidavit will not be affected thereby and will be fully enforceable.
13. I am legally competent to sign this Affidavit, and I understand that the representations contained in this Affidavit are contractual and not mere recitals. I have fully informed myself of and understand the contents of this Affidavit and I have signed this document of my own free will.

Signature: _____

Date Signed: _____