



Brainly - Official Scholarship Competition Rules and Eligibility

“The Power of Parents”

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. BRAINLY, INC. IS THE SPONSOR OF THE COMPETITION.

These Official Scholarship Rules for the Brainly “The Power of Parents” Scholarship Competition (these “**Rules**”), together with the Terms of Use (“**Terms**”) for our website and mobile app and our Privacy Policy (“**Privacy Policy**”), constitute a legally binding agreement between you and Brainly, Inc. (“**Brainly**”) that governs your entry (“**Entry**”), to the Brainly “The Power of Parents” Scholarship Competition (the “**Competition**”) and the awarding of the scholarship (“**Scholarship**”), as well as any ancillary products, services, information, or other materials provided by you or Brainly in connection with the Competition.

Acceptance of These Terms

BEFORE SUBMITTING AN ENTRY FOR THE COMPETITION, PLEASE READ THESE RULES CAREFULLY. BY ENTERING THE COMPETITION AND SUBMITTING YOUR MATERIALS REQUIRED FOR ENTRY, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE RULES, THE TERMS, AND OUR PRIVACY POLICY, AND UNDERSTAND THAT ANY PERSONAL INFORMATION YOU PROVIDE WILL BE GOVERNED BY SECTION 11 (PRIVACY) OF THESE RULES AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE RULES, THE TERMS, OR OUR PRIVACY POLICY, YOU MAY NOT SUBMIT AN ENTRY.

THESE RULES CONTAIN DISCLAIMERS, WAIVERS AND INDEMNIFICATION CLAUSES AND GRANT RIGHTS TO BRAINLY, INCLUDING THE RIGHT TO USE YOUR NAME, IMAGE AND LIKENESS, AND ENTRY MATERIALS FOR PUBLICITY AND MARKETING PURPOSES. THESE RULES ALSO CONTAIN A CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF COURT PROCEEDINGS ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

The Competition and Scholarship are offered and available to Brainly users who are thirteen (13) years of age or older and otherwise meet the eligibility requirements set forth below. By submitting an Entry, you represent and warrant that you meet the eligibility requirements. If you do not meet all of these

requirements, you must not submit an Entry.

1. Sponsor. The Sponsor of the “The Power of Parents” Scholarship Competition is Brainly, Inc., 155 5th Avenue, 5th floor, New York, NY 10010. The Competition is not sponsored, endorsed, administered by or associated with any third party, including without limitation, any third party website or owner thereof on which this Competition was advertised.

2. Eligibility. Subject to these Rules, to be eligible to enter the Competition, an entrant (“**Entrant**”) must be: (i) the age of thirteen (13) or older and a legal resident in the United States as of the date of entry; (ii) residing in the fifty (50) United States of America and the District of Columbia; (iii) a currently enrolled high school student; and (iv) a Brainly user who has registered for a free Brainly account and submitted a written response to the Scholarship question below under Section 3 (How to Enter) and otherwise meets the Requirements set forth herein. If you are under eighteen (18) years old or under the age of majority in your state of residence, you must obtain parental consent from your parent or legal guardian to enter the Competition. Brainly employees, officers, directors and agents (including advertising and promotion agencies) and any other person or entity involved in the development or administration of this Scholarship, and their immediate family members (i.e., parents, children, grandparents, grandchildren, aunts, uncles, nieces or nephews), or individuals living in the same household as the foregoing, are not be eligible to enter or win.

THE COMPETITION IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

3. How To Enter. To submit your Entry for the Competition, you must submit a response to the Scholarship question below along with the additional required information via the form located at <https://brainly.com/scholarships/power-of-parents/apply> provided for such use. Alternatively, you may submit your Entry by printing the Scholarship question and the additional required information and sending your Entry to Brainly, Inc., 155 5th Avenue, 5th floor, New York, NY 10010, ATTN: The Power of Parents Scholarship.

The following information must be included with your Entry:

- a. Answer to Scholarship question, between three hundred (300) and four hundred (400) words:
It’s a fact of life that many students are learning from home, which means their parents are sometimes having to serve as de-facto teacher. Brainly would like to know how you are being supported by your parent(s) or guardian(s) while learning at home. How are your parent(s) or guardian(s) doubling as your teachers and helping you navigate the world of online learning? What are some of the biggest challenges your parent(s) or guardian(s) have faced in helping you to be successful with homeschooling? What steps are your parent(s) or guardian(s) taking to ensure they can put in a full day’s work while also serving as your de-facto teacher?
- b. Full Name
- c. Parent and/or Guardian Full Name(s)

- d. Phone Number
- e. Email Address so we can contact you regarding the Scholarship
- f. High School Name
- g. Your Brainly User Name
- h. Country and State of Residence
- i. Confirmation of (i) intention to enroll in a U.S. college or university within the next four (4) years and (ii) experience learning at home

Regardless of what method of entry is used, there is a limit of one (1) Entry per person/verified email address/household for the duration of the Submission Period (as defined below). You acknowledge that your Entry in the Competition is voluntary and does not require you to purchase anything from Brainly. Notwithstanding the foregoing, Entrants must also meet all other eligibility Requirements contained in these Rules. **NO PURCHASE NECESSARY TO ENTER OR WIN.**

4. Submissions Period. The submissions period begins at 12:00 A.M. on April 13, 2020 (New York Time) and ends at 11:59 P.M. New York Time on April 29, 2020 (the “**Submissions Period**”). Brainly will accept Entries mailed in accordance with Section 3 (How to Enter) if and only if such Entries are postmarked during the Submissions Period. Once the Submissions Period has expired, no further Entries for the Competition will be accepted. Brainly reserves the right to change any beginning or end dates of the Competition at any time. Brainly also reserves the right to discontinue the Scholarship Competition at any time, for any reason in its sole discretion. All dates and times for the Submissions Period are subject to change.

5. Requirements. Your Entry is subject to the following eligibility requirements (collectively, “**Requirements**”):

- a. You must be a qualified Entrant.
- b. You must complete the information required by the How to Enter section of these Rules.
- c. You must observe, and you agree to accept and be bound by all terms and conditions in these Rules.
- d. Multiple Entrants that submit the same response will be disqualified.
- e. Any late, lost, misdirected, incorrect or incomplete Entries will be disqualified and Brainly and its agents will not be responsible for such Entries.
- f. Entries generated by script, macro or other automated means are void.
- g. Your Entry must be original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by any third party, or infringe,

misappropriate or otherwise violate any third party's publicity, privacy, or confidentiality rights or obligations, moral rights, intellectual property rights, industrial property rights, or other proprietary rights, including, without limitation, copyrights, trademarks, trade names, industrial designs, patents, and trade secrets; or (b) otherwise violate applicable state, federal, or local laws or regulations.

6. Judging Criteria

Each Entry that meets the Requirements will be evaluated by a panel of judges (the “**Qualified Judges**”) under the supervision of Brainly along the following criteria (the “**Scholarship Criteria**”): Demonstration of at-home learning experience (25%), creativity (25%), sincerity (25%), factual credibility/addressing the Scholarship question (25%) and adherence to the Requirements. Brainly reserves the right, in its sole discretion, to disqualify Entries which Brainly determines at any time in its sole judgment fail to meet any of the Scholarship Criteria, the Requirements or these Rules. The winning Entry will be determined by Brainly in its sole discretion.

7. Selection of Winners. The Qualified Judges, under the supervision of Brainly, will select the best Entry from among all eligible Entries that comply with these Rules, the Requirements, and the Scholarship Criteria as the potential winner of the Competition. The potential winner will be notified via email or telephone on or about May 4, 2020; provided that Brainly reserves the right to determine an alternate method of notification.

The potential winner may be required to sign and return, in Brainly's sole discretion, an affidavit of eligibility (and supporting documentation) which must be received by Brainly within three (3) days of the date notice or attempted notice is sent, in order to claim his/her Scholarship. If a potential winner is a minor, the potential winner must provide signed parental or legal guardian consent. If a potential winner is unable for whatever reason to accept his or her Scholarship, fails to return the required affidavit within the time specified timeframe, or if the Entry is rejected by Brainly for any reason, Brainly reserves the right to award the prize to another Entrant. Brainly reserves the right to decline to select a winner if, in the sole discretion of the Qualified Judges, there are insufficient eligible Entries for the Competition. All decisions are final and binding. The odds of winning depend on the number of eligible Entries.

Once the foregoing Requirements have been met, Brainly may, in its sole discretion, announce the winner on social media and/or its website, and you agree to Brainly disclosing your personal data to third parties (including, without limitation, using your name, high school name and photo to announce the winner). The winner and a copy of these Rules will be available at <https://brainly.com/app/scholarship> and upon request once the winner is selected, and for ninety (90) days thereafter.

8. Scholarship Prize and Payment. One (1) Scholarship shall be awarded to one (1) winner. The Scholarship in a one-time amount of USD\$2,500.00 will be awarded to the winner and paid to the winner in one lump sum via check. The winner is required to provide Brainly with the following information if requested:

- a. Your Brainly username;

- b. Your residential address and phone number; and
- c. Proof of identity, address and birth date.

Brainly has the sole discretion and final word over the timing and manner of any Scholarship payments. No transfer or substitution for the Scholarship is allowed, except at Brainly's sole discretion. Brainly reserves the right to substitute the Scholarship, in whole or in part, of equal or greater monetary value if the Scholarship cannot be awarded, in whole or in part, as described for any reason.

Any valuation of the prize(s) stated above is based on available information provided to Brainly, and the value of any prize awarded to a winner may be reported to the IRS as required by law. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related to prize acceptance and use not specified in these Rules. Upon request, each winner must provide Brainly with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded.

Brainly reserves the right to withhold and deduct taxes from the prize, and winner may be required to provide to Brainly an amount to cover applicable withholding taxes prior to being awarded the prize. In such instance, winner must provide a completed IRS Form W-9, including valid identification and a valid taxpayer identification number or social security number before the prize will be awarded, and an IRS Form 1099 will be issued to winner, as required by law.

9. Ownership and Use of Entries. Entrants warrant that their Entry is their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Entry and that they have the right to submit the Entry in the Competition and grant all required rights and licenses, including as set forth in these Rules. By submitting an Entry to Brainly and the Competition, you hereby grant to Brainly, its affiliates, and its and their designees, successors and assigns a worldwide, non-exclusive, perpetual, irrevocable, transferable license, right, and permission to publish, copy, edit, alter, modify, adapt, use, exploit, create derivative works, publicly perform, display, exhibit, transmit, broadcast, digitize, market, advertise, sell, rent, distribute, disseminate or dispose of, in any and all media and marketing platforms now known or hereafter devised, for advertising and promotional purposes worldwide in perpetuity, including the right to sublicense (through unlimited levels of sublicensees) without compensation, notification to or permission from you of any kind, except as prohibited by law, (a) your Entry, the concepts embodied therein and any elements thereof, (b) your name, social media handle, image, likeness, voice, appearance, and biographical information, (c) all copyrights and other intellectual property rights and proprietary rights in the foregoing, and (d) all derivative works of and modifications to the foregoing.

10. Competition Cancellation or Modification. Brainly reserves the right at its sole discretion to cancel, terminate, modify or suspend the Competition if for any reason the Competition is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition, or if Brainly discontinues the Competition. In the event of cancellation, termination or suspension, Brainly shall promptly post a notice on the Competition website to such effect.

11. Privacy. In addition to the specific uses set forth in our Privacy Policy located at https://brainly.com/pages/privacy_policy, Entrants agree that personal data submitted with an Entry or other communication with Brainly, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by Brainly and its affiliates for the purposes of conducting and administering the Competition. We may also use your personal data to send you updates on Brainly and promotional materials from time to time. The Entrant's personal data may be displayed along with Entrant's photo and/or Entry on Brainly's website and on Brainly's social media pages.

12. RELEASE. BY SUBMITTING AN ENTRY, YOU AGREE TO RELEASE AND HOLD HARMLESS BRAINLY, THE QUALIFIED JUDGES, AND ANY OTHER VENDORS ASSOCIATED WITH ADVERTISING THE SCHOLARSHIP OR SCHOLARSHIP FULFILLMENT, AND ALL OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS (COLLECTIVELY, THE "**RELEASED PARTIES**") FROM AND AGAINST ANY AND ALL CLAIMS OR CAUSES OF ACTION ("**CLAIMS**") AND HEREBY WAIVE ANY AND ALL SUCH CLAIMS, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DEATH, OR DAMAGE TO OR PROPERTY, ARISING OUT OF YOUR PARTICIPATION IN THE COMPETITION, OR YOUR ACCEPTANCE, POSSESSION AND/OR USE OF THE SCHOLARSHIP.

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

13. Forum and Recourse to Judicial Procedures. These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of New York, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the Entrants' rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with the Competition are hereby excluded, and Entrants expressly waive any and all such rights. Except as set forth in Section 14 (Class Action and Jury Trial Waiver), Brainly's rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in any court of competent jurisdiction are without restriction.

14. Class Action and Jury Trial Waiver. WITH RESPECT TO ALL PERSONS, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS BRAINLY AGREES OTHERWISE, THE COURT OF COMPETENT JURISDICTION MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY AGREEING TO THESE RULES, YOU AND BRAINLY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

15. Indemnification. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS BRAINLY, ITS AFFILIATES, LICENSORS, LICENSEES AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO YOUR VIOLATION OF THESE RULES OR ANY ACT OR OMISSION UNDER THESE RULES.

16. Disclaimer of Warranty/Limitation on Liability. THE SCHOLARSHIP IS AWARDED "AS IS" AND BRAINLY DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SCHOLARSHIP.

NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, BRAINLY AND/OR ITS VENDORS SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED PROFITS), (B) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND/OR (C) ANY MATTER BEYOND SUCH PARTIES' REASONABLE CONTROL. IN NO EVENT WILL BRAINLY'S AND/OR ITS VENDORS' LIABILITY ARISING OUT OF THE COMPETITION OR UNDER THESE RULES FROM ANY CAUSE OF ACTION WHATSOEVER EXCEED THE AMOUNT OF USD\$500.00.

17. General Conditions and Disclaimers. Brainly reserves the right to disqualify any Entrant from the Competition if, in Brainly's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the Competition by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Entrants or Brainly. An Entrant or winner may be disqualified from the Competition if he or she fails to comply with each provision of these Rules, as determined in the sole discretion of Brainly. Participation in the Competition is at Entrant's own risk. Brainly shall not be liable for: (1) failed, returned or misdirected notifications based on inaccurate information provided by the winner in connection with an Entry; (2) Entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage- due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind; (3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an Entrant's ability to participate in the Scholarship Competition; (4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, Competition malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to Entrant's or any other person's computer or mobile device related to or resulting from downloading any application or otherwise in connection with this Competition; or (5) any warranty with respect to any Scholarship or any component thereof. Any person attempting to defraud or in any way tamper with this Competition or with Brainly's website may be prosecuted to the full extent of the law. Brainly reserves the right to modify these Rules in any way or at any time.

18. No Third Party Beneficiaries. Except for the indemnified parties and Released Parties under these Rules, these Rules do not and are not intended to confer any rights or remedies upon any person or entity other than Brainly and you.

19. Entire Agreement; No Waiver; Severability. These Rules, together with the Terms and our Privacy Policy, any and all other agreements expressly incorporated by reference, any affidavit of eligibility and supporting documentation we request you submit, and any and all other policies or legal notices published by Brainly that relate to this Competition (“**Agreement**”), constitute the entire agreement between you and Brainly concerning the Competition and Scholarship. If any provision of this Agreement is deemed invalid, unenforceable or void by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Brainly’s failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Brainly.

20. Winner List. To request the name of the winner for this Competition, send a self-addressed, stamped envelope to Brainly, Inc., 155 5th Avenue, 5th floor, New York, NY 10010, United States. Please include the name of the Competition. Winner List requests will only be accepted after end of the Submissions Period listed above. You can also send an email to contact@brainly.com.