

## 2019 Regions Riding Forward® Scholarship Essay Contest

### OFFICIAL RULES

**1. NO PURCHASE, PAYMENT OF ANY KIND OR BANKING RELATIONSHIP IS REQUIRED TO ENTER OR WIN. PURCHASE OR BANKING RELATIONSHIP WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN PUERTO RICO, U.S. VIRGIN ISLANDS, U.S. TERRITORIES AND POSSESSIONS, AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

**2. CONTEST PERIOD.** The 2019 Regions Riding Forward® Scholarship Essay Contest (the “Contest”) begins on January 21, 2019 and ends on February 28, 2019 at 11:59:59 PM Central Time (the “Contest Period”). Sponsor’s clock is the official time-keeping device for this Contest.

**3. ELIGIBILITY.** The Contest is open only to certain students currently enrolled in high school as provided below (“High School Students”) and certain students currently enrolled in an accredited college as provided below (“College Students”). For purposes of the Contest, the “Eligible States” are defined as the states of AL, AR, FL, GA, IA, IL, IN, KY, LA, MS, MO, NC, SC, TN, and TX. An “accredited college” is defined for purposes of this Contest as a nonprofit, two or four-year college or university located within one of the fifty (50) United States or the District of Columbia.

**A. Eligibility Requirements for High School Students.** To enter and participate in the Contest as a High School Student, at the time of entry, you must: (a) be a legal U.S. resident of one of the Eligible States; (b) be 13 years of age or older; (c) be enrolled in 12<sup>th</sup> grade in a public or private school (or home school) located in one of the Eligible States (and have not yet graduated 12<sup>th</sup> grade); (d) have a cumulative grade point average of at least 2.0 (as calculated on a 4.0 scale) in school; and (e) plan to attend an accredited college during the 2019 – 2020 academic school year. (High School Students currently enrolled full time in any college or other higher education institution are not eligible to enter or win as a High School Student, but may enter as a College Student if they meet the eligibility qualifications for College Students.)

**B. Eligibility Requirements for College Students.** To enter and participate in the Contest as a College Student, at the time of entry, you must: (a) be either a legal U.S. resident of one of the Eligible States or a legal U.S. resident (of one of the fifty (50) United States or the District of Columbia) enrolled in an accredited college located in one of the Eligible States; (b) be 16 years of age or older; (c) be currently enrolled as an undergraduate freshman, sophomore or junior at an accredited college with at least one (1) year (or at least 18 semester hours) remaining before college graduation; (d) have a cumulative grade point average of at least 2.0 in school (and if no grade point average is provided at your school, be in “good standing” or the equivalent thereof in school); and (e) plan to attend the accredited college you are currently attending (or another accredited college) during the 2019 – 2020 academic school year.

### **4. HOW TO ENTER.**

**A. How to Enter.** To enter and become a contestant in the Contest (a “Contestant”) as a High School Student or College Student, please visit the Contest website at [www.regions.com/ridingforward](http://www.regions.com/ridingforward) (the “Website”) during the Contest Period and follow the link to the Contest online application (the “Application”). You must fully complete the entire Application including: your class status for the 2019 – 2020 academic school year (which determines whether you are entering as a High School Student or as a College Student), your full name (and the name of a parent or legal guardian, if you are a Minor), the primary address and home telephone number for you (and for your parent or legal guardian, if you are a Minor), your email address, your date of birth, and your cumulative GPA. If you are a High School Student, you must also provide the name and location of your high school, and the name and location of the accredited college you anticipate attending during the 2019 – 2020 academic school year. If you are a College Student, you must also provide the name and location of

the accredited college you are currently attending. Finally, you must acknowledge your agreement to the Terms and Conditions of the Application (including your consent to having your grades verified by and released to Sponsor) and the Official Rules.

If you are a Minor, you must also have your parent or legal guardian agree to the Terms and Conditions and the Official Rules by electronically signing the Application. You are considered a “Minor” for purposes of the Contest if, at the time of entry, you are (i) under 18 years of age, or (ii) under 19 years of age and you are a resident of Alabama, or (iii) under 21 years of age and you are a resident of Mississippi.

In order to enter the Contest, you must submit one (1) essay (up to a maximum of 500 words) (the “Essay”) that addresses the Essay topic and meets the Essay requirements described in Section 4(B) and (C) below. For purposes of this Contest and these Official Rules, your “Entry” is, collectively, the information and materials submitted by you as a Contestant, including, without limitation, your Application and Essay.

You will be entered into the Contest once you have (1) completed the entire Application (by submitting all required information), (2) entered your Essay in the area designated on the Application, and (3) submitted your completed Entry to Sponsor through the Website, and Sponsor receives your completed Entry via the Website. **All Entries must be submitted and received via the Website by 11:59:59 PM Central Time on February 28, 2019.** Only complete Entries (which include a completed Application and Essay) will be accepted. **Limit one (1) Entry per person.**

Please note that you may not be sent confirmation of receipt of an Entry; in the event that your Entry is acknowledged in any way following submission, such acknowledgement does not constitute any representation by Sponsor as to the eligibility of your Entry. Any automated computer receipt does not constitute proof of actual receipt by Sponsor for purposes of these Official Rules. The submission of an Entry is solely the responsibility of the Contestant, and all Internet access and usage charges are the responsibility of the Contestant.

**B. Essay Topic.** Your Essay should, in 500 words or less: (a) address how an African-American individual has been an inspiration in your life, and (b) discuss the contributions of the African-American individual who has served to inspire and motivate you (the “Essay Topic”).

**C. Essay Requirements.** To be eligible for this Contest, your Entry and Essay must comply with all of the requirements of these Official Rules, including, without limitation, all of the following:

(1) Your Essay must succinctly discuss the Essay Topic. Essays are limited to 500 words or less (including “I,” “a,” “and,” etc.).

(2) Your Application responses and your Essay must be in English.

(3) Your Essay must (i) be your own original work, created solely by you, and be the exclusive property of you alone; (ii) not have been previously published, released or distributed in any form; and (iii) not have won any prior awards or have been (or be) entered in any other competitions.

(4) Your Entry may not contain any third party materials, and may not in any way violate or infringe upon, or (as determined by Sponsor in Sponsor’s sole discretion) potentially violate or infringe upon, the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.

(5) Your Essay may not, include, contain or discuss (as determined by the judges in their sole and absolute discretion): (i) any illegal, immoral, obscene, profane, lewd, inappropriate, disparaging, libelous, defamatory or offensive material; (ii) any content unsuitable for publishing, posting or reproducing (including, but not limited to, profanity); (iii) any racial, ethnic, religious, or sexual derogatory characterizations or slurs; or (iv) any threats to any person, place, business, group or world peace, or that suggests and/or promotes violence.

(6) You may not copy or otherwise plagiarize Essay materials from any source. Modifying, enhancing or altering a pre-existing work does not qualify as an original creation or submission.

(7) Your Essay may not convey or communicate any message inconsistent with the positive brand, reputation for wholesomeness or good will of Sponsor.

(8) You may submit only one (1) Essay as part of your Entry.

(9) You must fully complete all portions of the Application, including obtaining your parent or legal guardian's electronic consent/signature if you are a Minor.

Any Entries or Essays that fail to comply with the above requirements may be rejected. Any illegible, unintelligible, garbled, incomplete, or non-complying Entries are not permitted and may be rejected.

**D. Entries; Official Rules.** Entries become the property of Sponsor and will not be acknowledged or returned. Except as otherwise stated in these Official Rules, personal information collected in connection with this Contest will be used in accordance with Sponsor's Privacy Policy found at [http://www.regions.com/about\\_regions/privacy\\_pledge.rf](http://www.regions.com/about_regions/privacy_pledge.rf) and with any consent given by a Contestant at the time of entry.

For a copy of these Official Rules, during the Contest Period, print them from the Website or send a stamped, self-addressed envelope to: ISTS c/o 2019 Regions Riding Forward Scholarship Essay Contest Official Rules, 1321 Murfreesboro Rd, Ste 800, Nashville, TN 37217, by February 28, 2019.

**5. CONTEST JUDGING.** All Entries must meet the Contest entry requirements described in these Official Rules. Eligible Entries will be judged by a panel of independent, qualified judges from an independent judging organization not otherwise affiliated with Sponsor. Decisions of the judges are final in all matters relating to this Contest. Contest judging determinations are in the sole and absolute discretion of the judges, and such decisions and determinations are not subject to further review or appeal by Contestants. Because of the unique nature and scope of the Contest, Sponsor cannot accurately predict the number of Contestants who will participate in the Contest.

Separation of Entries; Odds. All eligible Entries will be placed into one of two Entry groups: (1) Entries from High School Students will be placed in the High School Student Entry group (the "HSS Entry Group") and (2) Entries from College Students will be placed in the College Student Entry group (the "CS Entry Group"). Following the close of the Contest Period, each Entry in the HSS Entry Group will be further separated into one of fifteen (15) separate subgroups according to the Eligible State of residence of the High School Student (the "HSS Entry Subgroups"). Each Entry in the CS Entry Group will be further separated into one of fifteen (15) separate subgroups according to the College Student's associated Eligible State (the "CS Entry Subgroups"). A College Student who is both a resident of an Eligible State and who is attending an accredited college in an Eligible State must designate the College Student's associated Eligible State on the Application. Odds of winning depend on the nature, quality and number of eligible Entries received in each HSS Entry Subgroup and each CS Entry Subgroup.

Contest Judging. The judges will judge all eligible Entries in the Contest in the Contest Judging, which will begin on or about March 12, 2019. Each judge will award up to a total of 100 points for an Essay according to the following judging criteria and point award method (the "Contest Judging Criteria"): (a) demonstration of (i) how the African-American individual discussed has inspired and motivated the Contestant and (ii) the contributions of such African-American individual (0-25 points); (b) creativity and originality of Essay (0-25 points); (c) organization and literary structure of Essay (including ability of supporting proof points to reinforce Essay's main points) (0-25 points); and (d) writing quality of Essay (including grammar, spelling, and punctuation) (0-25 points).

The one (1) Entry in each HSS Entry Subgroup with the most number of points in the Contest Judging will be deemed a High School Student Contest Prize winner. The one (1) Entry in each CS Entry Subgroup with the most number of points in the Contest Judging will be deemed a College Student Contest Prize winner. In the event of a tie among Entries for a Contest Prize, the judges will re-judge the tied Entries using the Contest Judging Criteria, until such time as the Contest Prize winner(s) is/are determined.

Potential winners must comply with all of the terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Potential winners (and if potential winner is a Minor, potential winner's parent or legal guardian) will be notified by phone, email or mail. If any potential winner notification is returned as undeliverable, or if potential winner does not respond to notification within ten (10) business days of the date of notification, prize may be forfeited and the Contestant with the next highest score may become an alternate potential winner. In order to receive prize, a potential winner must upload the following to the Website within ten (10) business days of the date of award notification: (i) a notarized Affidavit of Eligibility & Liability/Publicity Release and Copyright Assignment (the "Release") signed by potential winner; (ii) a copy of potential winner's current (and most recent) school transcript; and (iii) a recent photograph of potential winner (that may be used by Sponsor to publicize the Contest winners). If potential winner is a Minor, the Release must also be executed on potential winner's behalf by a parent or legal guardian. In the event of non-compliance with any of these requirements, prize may be forfeited and Sponsor may, in its sole discretion, award forfeited prize to the Contestant with the next highest score. Unclaimed prizes and/or forfeited prizes may not be awarded.

If Sponsor so elects, a potential prize winner may be required to submit to, and cooperate in, a confidential background check to confirm eligibility and the accuracy of the grades of potential winner, and to help ensure that the use of any such person in advertising or publicity for the Contest will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or Sponsor as determined by Sponsor in its sole discretion. If requested, potential winner (and if potential winner is a Minor, potential winner's parent or legal guardian) will agree to such background check and understand and agree that Sponsor may disqualify such winner based on the results of the background check. In the event of such disqualification, the prize will be forfeited and Sponsor may, in its sole discretion, award prize to the Contestant with the next highest score.

**6. PRIZES.** A total of thirty (30) Contest Prizes will be awarded consisting of 15 High School Student Contest Prizes (one (1) for each HSS Entry Subgroup) and 15 College Student Contest Prizes (one (1) for each CS Entry Subgroup). High School Student Contest Prize consists of a check in the amount of \$5,000 made out to winner's designated accredited college. College Student Contest Prize consists of a check in the amount of \$3,500 made out to winner's designated accredited college.

All Contest Prizes will be awarded for the 2019 – 2020 academic school year and must be used toward tuition and other college-related expenses (i.e., tuition, books, room and board, and other school-related expenses) at an accredited college. In the event that Contest Prize winner fails to attend or complete the full academic school year for which the prize is associated, the unused balance of the Contest Prize award may be forfeited by winner (and refunded to Sponsor) in accordance with the policy of winner's accredited college. All Contest Prize winners will be required to notify Sponsor of the accredited college they will attend in the forthcoming academic school year by July 1, 2019 or prize will be forfeited and Sponsor may, in its sole discretion, award prize to the Contestant with the next highest score. Contest Prize will be made out to each Contest winner's designated accredited college and mailed to each Contest winner by July 31, 2019.

All taxes or expenses, including, without limitation, sales tax, luxury tax and any other costs incurred in claiming or using any of the prizes, are the sole responsibility of the prize winner (or prize winner's parent or legal guardian). No prize substitution or cash equivalent of prize, except at Sponsor's

sole discretion, and then only for a prize of equal or greater value. Any difference between the actual value of any prize and the approximate retail value set forth in these Official Rules may not be claimed and will not be awarded.

**7. CONDITIONS OF PARTICIPATION.** Contest is subject to all applicable federal, state, and local laws and regulations. By entering, Contestant (and if Contestant is a Minor, Contestant's parent or legal guardian) agrees: (i) to be bound by these Official Rules and the decisions of the judges, which are final and binding in all respects; (ii) that Contestant's school(s) may be contacted by Sponsor and that Contestant's grades and other requested information may be released to Sponsor; (iii) that Essays cannot be used by Contestant (or third parties) for any commercial purpose other than to enter this Contest; and (iv) to be contacted by Sponsor by mail, email or telephone. By entering the Contest, Contestant (and if Contestant is a Minor, Contestant's parent or legal guardian) further agrees that if Contestant is a prize winner, Sponsor may use Contestant's Essay, name, voice, likeness, image, statements, biographical data, address (city and state only) and prize information, in any and all media now existing or hereafter devised for illustration, promotion, art, editorial, advertising, trade or any other purpose whatsoever, in perpetuity, without attribution, notification, compensation or consents (except where prohibited by law), and Contestant hereby releases Sponsor, its parents, subsidiaries, affiliates, and the directors, officers, employees, or agencies from any liability with respect thereto.

By participating in this Contest, Contestant (and if Contestant is a Minor, Contestant's parent or legal guardian) irrevocably grants Sponsor, its subsidiaries, divisions, affiliates, and advertising and promotional agencies, an unlimited, worldwide, perpetual, non-exclusive, royalty-free, unconditional license and absolute right to edit, modify, adapt, distribute, stream, post, publish, broadcast, reproduce, store, copy, transmit, publicly display, exhibit, exploit and/or otherwise use the Essay in whole or in part, and copyrights therein, in any way and in any and all media, in Sponsor's sole discretion, including but not limited to, the posting of the Entry (in whole or in part) on the Website, social networking sites or any websites owned or operated by Sponsor or its affiliates, divisions or subsidiaries. Upon Sponsor's request, Contestant (and if Contestant is a Minor, Contestant's parent or legal guardian) agrees to sign any and all legal forms deemed necessary by Sponsor to irrevocably assign, convey and transfer to Sponsor any and all right, title and interest in and to the Essay, including without limitation, all copyrights associated therewith, or that Sponsor may otherwise reasonably require in order to effectuate the purposes and intents of these Official Rules.

By entering this Contest, Contestant (and if Contestant is a Minor, Contestant's parent or legal guardian) releases Sponsor and its parents, subsidiaries, affiliates, agents and agencies, and the directors, officers, employees, or agencies of any of the above organizations, from any and all liability for any injuries, losses, tax liabilities or damages of any kind arising from Contestant's participation in this Contest or in any Contest related activity or resulting from acceptance, possession, use or misuse of any prize.

By entering this Contest, Contestant (and if Contestant is a Minor, Contestant's parent or legal guardian) represents and warrants as follows: (i) the Entry is the Contestant's sole, original work, and Contestant holds the sole and exclusive rights to the Entry; (ii) the Entry was created solely by the Contestant for the purpose of entering the Contest; (iii) no part of the Entry has been previously published, distributed or otherwise exploited; (iv) the Entry does not and will not violate or infringe upon the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity; (v) the Entry does not contain any computer virus and is otherwise uncorrupted; (vi) the Entry does not and will not violate any applicable laws; (vii) the Entry is not and will not be defamatory or libelous, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; and (viii) the Entry otherwise complies with all of the requirements and conditions of the Official Rules, including, without limitation, all those requirements and conditions listed in Section 4 of these Official Rules.

Sponsor reserves the right, in its sole discretion, to: (i) disqualify from this or any contest it sponsors, now or in the future, any person it finds, in its sole discretion, has violated these Official Rules, entered or attempted to enter the Contest more than the permitted number of times through the use of multiple email addresses or any other device or means, or tampered with the entry process, the operation of the Contest, or any other aspect of this Contest; and (ii) modify, cancel or suspend part or all of this Contest in the event that human or technical errors occur in the administration of this Contest or the processing of Entries, or other errors, printing errors, tampering, fraud, unauthorized intervention, technical failure, or other causes beyond Sponsor's control, corrupt or impair the administration, security, fairness or proper play of the Contest. In the event the Contest is cancelled, suspended or discontinued for any reason, Sponsor may judge and award prizes based on Contest information collected up to the time of Contest cancellation or suspension. Sponsor reserves the right, in its sole discretion, to extend the Contest Period in the event that Sponsor receives an insufficient number of qualified Entries in the Contest (as determined by Sponsor in its sole and absolute discretion). In the event that Sponsor receives an insufficient number of qualified Entries (as determined by Sponsor in its sole and absolute discretion) in a particular HSS Entry Subgroup or CS Entry Subgroup, Sponsor may be unable to award a Contest Prize for such HSS Entry Subgroup or CS Entry Subgroup.

Neither Sponsor nor any of its parents, subsidiaries, affiliated companies, agents, employees, shareholders, members, managers, representatives or agencies, shall have any obligation or responsibility, including any responsibility to award any prizes to Contestants, with regard to: (i) Entries that contain inaccurate information or do not comply with or violate these Official Rules; (ii) Entries or prize claims or notifications that are lost, late, postage-due, unintelligible, damaged, delayed, destroyed, misdirected, garbled, incomplete, illegible or are otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (iii) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alternation of, Entries, or any incorrect or inaccurate transcription of entry information; (iv) Contestants who have committed fraud or deception in entering or participating in the Contest or in claiming any prize; (v) any problems or technical malfunctions of the Contest, the Website or of any telephone or communications network or lines, computer on-line systems, servers or providers, computer equipment, software, or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to Contestant's or any other person's computer related to or resulting from participation or downloading any materials related to this Contest; (vi) any inability of a winner to accept a prize for any reason; (vii) early termination of the Contest, or the inability to award any prize, in the event Sponsor receives fewer than the number of qualified Entries necessary (as determined by Sponsor in its sole and absolute discretion) to award such prize; or (viii) the inability to award all or any part of a prize due to errors, delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control.

**8. DISPUTE RESOLUTION.** Any and all disputes with respect to this Contest will be resolved in the appropriate courts in the State of Alabama exclusively, and subject to the laws of the State of Alabama, without regard to conflicts of laws principles. Should there be a conflict between the laws of the State of Alabama and any other laws, the conflict will be resolved in favor of the laws of the State of Alabama. By participating, Contestant consents to the sole and exclusive jurisdiction and venue of the federal, state and local courts located in Birmingham, Alabama. If any provision of these Official Rules is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision. Except where prohibited, by participating in this Contest, Contestant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees; and (iii) under no circumstances will Contestant be permitted to obtain awards for, and Contestant hereby waives all rights to claim, punitive

damages, incidental damages, consequential damages or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. (NOTE: Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.)

**9. SPONSOR.** Contest sponsor: Regions Bank, 1900 5<sup>th</sup> Avenue North, Birmingham, AL 35203 ("Sponsor").

**10. WINNERS LIST.** To see a list of Contest winners, please visit the Website following final determination of the winners and posting of the winners list (which Sponsor anticipates will occur before August 1, 2019). Information regarding scores awarded by judges in the Contest Judging will not be available.