

2017

## Ashford University Homefront Heroes Scholarship

### OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR RECEIVE SCHOLARSHIP. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF RECEIVING THIS AWARD. THIS SCHOLARSHIP PROGRAM IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **ELIGIBILITY:** The Scholarship Program (the "Scholarship Program") is open only to spouses or surviving spouses of active duty military, Coast Guard, Department of Defense employees, National Guard members, reserves or veterans who are: (a) legal residents of the United States of America and San Diego County, California, including zip codes ranging from 91901 to 92200 only; (b) at least eighteen (18) years of age or older as of the date of entry; and (c) have a high school diploma or GED. Void where prohibited or restricted by law. Employees of Ashford University, Ashford's affiliates, subsidiaries, parent and related companies and agents, and members of the immediate family and/or household of any such employee, are not eligible. Current students of Ashford are eligible to apply, and any award will be applied to future classes only. All federal, state and local rules and regulations apply. Void where prohibited or restricted.

2. **HOW TO ENTER:** The Scholarship Program starts at 9:00 am (Pacific Time) on September 11, 2017 and ends at 5:00 pm (Pacific Time) on November 5, 2017 (the "Entry Period"). Recipients will be announced on or about December 1, 2017 (the "Recipient Announcement Date"). The Scholarship Program is subject to these official rules ("Official Rules"). By entering, all applicants ("Applicants") agree to be bound by the terms and conditions set forth in these Official Rules. Certain restrictions may apply. To enter, visit [www.AshfordHomefrontHeroes.com](http://www.AshfordHomefrontHeroes.com) (the "Entry Site") during the Entry Period and follow the entry instructions. Applicants will be required to provide their name, address, telephone number, date of birth, and e-mail address and to submit via the Entry Site responses to two essay questions: (1) How has your experience as a military spouse influenced your education and career goals? And (2) How will a degree from Ashford help you achieve your goals? Responses must not be longer than 250 words per question and shall be written in English. All entries must be received by 5:00 pm (Pacific) on the last day of the Entry Period to be eligible. Ashford's computer will be the official time clock for the program. Entries will not be acknowledged or returned. In the event of a dispute as to the ownership of an entry, the authorized account holder of the email address used to submit an entry will be deemed to be the Applicant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential recipient may be required to show proof of being the authorized account holder. There is a limit of one entry per person and per e-mail address. **APPLICANTS WHO SUBMIT MULTIPLE ENTRIES WILL BE DISQUALIFIED. ALL ENTRIES MUST BE RECEIVED BY 5:00 PM (Pacific Time) ON THE LAST DAY OF THE ENTRY PERIOD.** When you apply for the Scholarship Program, you may be asked to consent to receive promotional e-mails and reminders for promotions and information about online education. Consenting to receive such e-mails is

optional and is not a requirement for participation in the Scholarship Program and does not improve your chances of receiving this scholarship award. Entry must be made by the Applicant only at the Entry Site. Entries made by any other individual or any entity and/or originating at any other Internet website or e-mail address will be void. The use of any device, hardware and/or computer software to automate the entry process is prohibited.

3. Essay Guidelines: All submitted essay responses must be in English and no longer than 250 words per question. If a response to an essay question is longer than 250 words, only the first 250 words will be judged. Essays must comply with the following guidelines: (a) the essay (including the copyright in the essay) must be owned by the Applicant; (b) the essay must not previously have been distributed publicly or won any award; (c) the essay must not contain any material that would violate or infringe upon the rights of any third party, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is defamatory, threatening, indecent, obscene or offensive, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or which requires a license from any third party; (d) the essay must not contain any material that Sponsor or Ashford, in their discretion, deems inappropriate for public viewing; and (e) the essay must be original and have been created solely by the Applicant. In the event of an actual or apparent violation of these guidelines, Sponsor reserves the right in its sole discretion to take such action as it deems appropriate with respect to the essay in question, if any, including without limitation amending and/or altering the essay to make the essay compliant or disqualifying and/or not posting the essay on the Entry Site.

4. RECIPIENT SELECTION: A total of five (5) recipients will be selected by a scholarship committee designated by Ashford (the "Judges"), on or about December 1, 2017. The Judges will score each Applicant's essay based on the following criteria, weighted equally: relevance to the topic; originality; and overall impression. In the event of a tie, the tied Applicant with the higher "overall impression" score, as determined by the Judges, will be selected as the recipient. The Judges' decisions are final and binding in all respects.

5. Recipient Verification and Notification: Potential recipients are subject to verification. The potential recipients will be notified by phone and/overnight mail or delivery service, in Sponsor's discretion, on or about December 1, 2017. If a potential recipient is unreachable by phone after reasonable attempts have been made to contact such potential recipient during a period of forty-eight (48) consecutive hours, or if a notification is returned as undeliverable, the potential recipient may be disqualified. Each potential recipient will be required to provide evidence of eligibility to Ashford, including without limitation confirmation of residency in zip codes ranging from 91901 to 92200 by valid California driver's license or other evidence satisfactory to Ashford in its discretion. Each potential recipient will also be required to complete and return an Affidavit of Eligibility and Release together with IRS Form W-9 (Request for Taxpayer Identification Number and Certification) within ten (10) days of receipt. Failure to sign and return all required documents within the specified time period will result in forfeiture and disqualification of the potential recipient and an alternate recipient may be selected.

6. SCHOLARSHIPS: A total of five (5) scholarships will be awarded. Each award consists of a scholarship toward tuition, fees and books for the pursuit of an online undergraduate degree at Ashford. Receipt and use of the scholarship is subject to all policies, restrictions and conditions imposed by Ashford as set forth in the Ashford University Catalog, including without limitation Ashford admission requirements. The scholarship is subject to forfeiture if the recipient falls out of attendance from Ashford University for more than ninety (90) days from the last date of academic activity. All scholarship recipients must agree to complete his or her degree programs within six (6) years of enrollment. The scholar recipients must enroll in a degree program within twelve (12) months of award date. The scholarship recipients must be continuously enrolled or on an approved break during his/her enrollment to maintain scholarship eligibility. Breaks that are less than fourteen (14) days do not require approval. ALL FEDERAL, STATE AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF THE SCHOLARSHIPS ARE THE SOLE RESPONSIBILITY OF EACH RECIPIENT. The scholarships are awarded WITHOUT WARRANTY OF ANY KIND, express or implied, without limitation. If a Recipient chooses not to accept his/her scholarship, an alternate recipient may be chosen. The approximate retail value of each scholarship will vary depending on the Ashford specific degree program, but is expected to be not less than \$29,522 and not more than \$55,310. Any taxes on the scholarship value are the sole responsibility of the recipient. An IRS form 1099 will be issued if required by law. Scholarships consist only of items expressly specified in these rules. Any costs or expenses associated with the acceptance or use of any scholarship are the responsibility of the recipient. No substitution or transfer of the scholarship or the right to receive the scholarship is permitted, except that Sponsor may in its discretion substitute for any scholarship an alternate scholarship of equal or greater value.

7. Grant of Rights:Entry constitutes an irrevocable grant of permission to Sponsor, Ashford and each of their respective parent companies, affiliates, subsidiaries, promotional partners and agents, and those they may designate from time to time (all of the foregoing, the "Program Entities"), to use the Applicant's name, voice, likeness and city and state of residence, and the essay submitted by the Applicant, including without limitation modifying, altering, excerpting or amending the essay, alone and/or separately and/or in combination with other material of any kind or nature (including without limitation a fictitious name and fictitious biographical material), for purposes of trade, publicity or promotion and any other purpose, in all media and formats whether now known or later developed, throughout the world in perpetuity, without any additional notice or compensation (except where prohibited by law). Without limitation of the foregoing, by entering the program, each Applicant agrees that the Sponsor and Ashford are permitted to display her/his submitted essay, name and biographical information online for public viewing and comment. Applicants may be required to execute such releases, assignments of rights and other documentation as Sponsor requires with respect to the Applicant's submitted essay.

8. General Rules:All Applicants release all of the Program Entities, and all others associated with the development and execution of this Scholarship Program, from any and all claims and liabilities arising from or in connection with participation in this Scholarship Program, the delivery, non-delivery, acceptance or use of any scholarship and/or the use of the Applicant's submitted essay as permitted

hereunder, including without limitation claims for injury, death, loss or damage of any kind. This Scholarship Program is subject to all applicable federal, state, and local laws and regulations. Sponsor is not responsible for lost, late, illegible, incomplete, damaged, corrupted, mutilated, misdirected, misdelivered, undelivered, blocked or delayed entries or other communications, or for technical or human errors, delays or failures of any kind in connection with the submission, transmission, processing, storage or judging of entries, including without limitation any malfunctions or failures of computer hardware, computer software, networks or telephone equipment, any data loss or corruption, or any technical problems or traffic congestion on the Internet or at any website or any combination thereof. Sponsor reserves the right to cancel, suspend and/or modify the Scholarship Program, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Scholarship Program or if for any reason this program may not be conducted as planned, as determined by Sponsor in its sole discretion. In the event of cancellation, suspension or modification of the Scholarship Program, a notice will be posted online. By participating in the Scholarship Program, each Applicant certifies that the essay submitted by the Applicant is original and was created solely by the Applicant, is owned by the Applicant, has not been previously published or won any award, and does not contain any material that would violate or infringe upon the rights of any third party, including without limitation copyrights, trademarks or rights of privacy or publicity. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Program Entities will not be liable to any Applicant or any other person for failure to supply any scholarship or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the control of the Program Entities. Applicants acknowledge that the Program Entities have neither made nor are in any manner responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, related to the scholarships. CAUTION: ANY ATTEMPT BY AN APPLICANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SCHOLARSHIP PROGRAM IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Without limitation of the foregoing, Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process. Sponsor is not responsible for any typographical or other error in the printing or communication of the offer, administration of the Scholarship Program, or in the announcement of the scholarship or the recipients. Each Applicant agrees to indemnify and hold harmless the Program Entities from and against any and all claims, liabilities and damages of any kind or nature, including without limitation any copyright infringement claim or claim of violation of the right of privacy or publicity, based, in whole or in part, on the use by any of them of the Essay or the Applicant's name, voice, likeness or biographical information as permitted hereunder.

9. PERSONAL INFORMATION: Information collected via the Entry Site shall be subject to Ashford's privacy policy, which can be viewed at <http://www.ashford.edu/privacy/> . Applicants acknowledge that

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representatives of Ashford may contact them about enrollment opportunities at Ashford and/or may contact Applicants with future communications and offers.

10. RECIPIENT LIST: For an official recipient list, (available after the Recipient Announcement Date) or a copy of these Official Rules, send a self-addressed, stamped envelope to Homefront Heroes Scholarship Program, c/o Bridgepoint Education, 8620 Spectrum Center Blvd, San Diego, CA 92123. Recipient list requests made more than ninety days after the selection date will not be honored.

11. DISPUTES: This program is governed by the laws of the State of California without respect to conflict of law doctrines. As a condition of participating in this program, each Applicant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or in connection with this program, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the State of California having jurisdiction. Further, in any such dispute, under no circumstances will any Applicant be permitted to obtain an award of, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (e.g. costs associated with entering), and each Applicant further waives all rights to have damages multiplied or increased.