

2022 Taiwanese American Citizens League's Orange County Scholarship Terms and Conditions:

Summary

The 2022 Taiwanese American Citizens League's Orange County Scholarship (the "Program") is possible because of the generous donation from Taiwanese American Citizens League - Orange County ("TACL-OC"). The Program is operated by Taiwanese American Professionals – Orange County ("TAP-OC"). TACL-OC and TAP-OC are both programs of Taiwanese American Citizens League ("TACL"), the sponsor of the Program. Awards each in the form of a \$1,000 one-time payment ("Awards") will be made to the selected Award winners ("Recipients") college or university of choice.

Eligibility

The Scholarship is open to high school seniors, at the time of application, who attend one of the following five public high schools in the Irvine Unified School District ("Applicant"): Irvine High School, Northwood High School, Portola High School, University High School, or Woodbridge High School. Applicants must also be legal residents of the United States.

Applicants who are related to or affiliated with TACL (including any of their respective employees, officers or directors, their parents, affiliates and subsidiaries, or any of their respective agencies or promotion entities, or family/household members of any of the foregoing, collectively, "Entities") are not eligible to participate in the Program or for a Program Award. This Program is void where prohibited and subject to all applicable federal, state, local, and municipal laws and regulations.

Application

To participate, Applicants must meet the following requirements:

1. Plan to attend a university or college as a full-time student in the Fall of 2022 in the United States;
2. Have a minimum cumulative unweighted high school GPA of 3.25;
3. Cannot be a previous Recipient of a TACL associated award (2021);
4. Complete the application at www.tap-oc.org/scholarship; ("Website");
5. Provide the award selection committee with all of the information required in the application or by the committee (in each round of the selection process), including, but not limited to personal information verification, transcripts, proof of enrollment, etc.; and
6. If the Applicant is under the age of 18, they must receive the proper consent from a parent or legal guardian.

Entry

The application process will open and accept Applicants beginning 9:00 AM PST February 1, 2022, and ending 11:59 PM PST March 15, 2022. For purposes of these Terms and Conditions, TACL's computer is the official time keeping device for this Program, and the awarding of the Program Award is subject to the provisions set forth herein. The dates and times set forth herein are subject to change at the sole

discretion of the TAP-OC. In the event of any change, a notice of the revised date or time will be posted on the Website.

Selection

A selection committee comprised of individuals selected by TAP-OC will determine the selection of Recipients.

Selection of Recipients will be made through a process determined by the selection committee that includes the stages described in this paragraph. Applicants will need to meet all the criteria laid out in these Terms and Conditions and will be required to complete an initial application, which may require some of the following supporting documents: personal information, grade level, school name, and residency. TAP-OC will notify Recipients by email, text message, and/or phone call.

The committee's selection will be based on an evaluation of the Applicant's application, need, and other criteria as determined by the committee.

Applicants will not be approved if the Applicant is disqualified as a result of the Applicant submitting an incomplete or untrue application, not complying with these Terms and Conditions, or not satisfying any other conditions established by the selection committee or TAP-OC.

Recipients

The Applicants selected as Recipients will be notified in May 2022.

Payment(s) will be made in the amount of \$1,000 each.

A list of Recipients may be found at the following website link: www.tap-oc.org/scholarship. At the sole discretion of the TAP-OC, disqualification and the selection of an alternate Recipient may result from any of the following, without limitation: [a] a potential Recipient's failure to respond to email notification within seventy-two (72) hours after its transmission; [b] the return of an email notification as undeliverable after two (2) attempts; [c] a potential Recipient's failure to provide TAP-OC with satisfactory proof of age, identity, residency, clearances, enrollment, and any other information requested by TAP-OC; [d] a potential Recipient's failure to execute and return by e-mail or fax all TAP-OC requested documents including without limitation, if requested by TAP-OC, an affidavit/grant of rights/release of liability/publicity release ("Affidavit") within five (5) business days after transmission; [e] any other non-compliance with these Terms and Conditions. In the event of a disqualification or Program Award forfeiture, the TAP-OC may, in its sole discretion, select or not select an alternate Recipient, and award or not award the forfeited Program Award.

Other Terms

TAP-OC will post the Program application process opening and deadline on the Website, and applications will be due at the time indicated above and in such a post. Applicant responses to supplemental questions from the selection committee will be due when requested by the committee. Application submissions and supplemental question responses must be true and complete. All determinations of Applicant eligibility, application or supplemental question completions, application period requirements, and other matters related to the application will be made by TAP-OC in its sole discretion. TAP-OC may terminate an Applicant's participation in the Program for any reason. TAP-OC

may terminate the Program at any time, or not award any Awards, at its sole discretion. These Terms and Conditions are subject to administration by TAP-OC. Awards are made only to the selected Recipients and are non-assignable and non-transferable. Each individual Applicant may submit only one (1) application.

Legal

By submitting an application, the Applicant consents to and authorizes the selection committee to conduct such diligence as it may reasonably determine to verify information provided in or related to the Applicant's application or supplemental questions. TAP-OC will not share Applicant responses and information, including, without limitation, email addresses, and other personal information, with its advertising partners and, subject to applicable laws, for marketing or promotional purposes without the written consent of the Applicant (or their parent or legal guardian where applicable). TAP-OC, TACL, and Entities will not be liable, and Applicants release and waive all liability, in connection with any disclosure or security breach relating to such information, unless caused by TAP-OC's gross negligence, in which case TAP-OC shall be solely liable.

Privacy

TAP-OC will abide by federal laws and the Federal Trade Commission guidelines regarding youth privacy. As such, TAP-OC will not knowingly collect any personal information from children under the age of 13, nor will children under the age of 13 be allowed to register.

This Program is not intended for children under the age of 13. TAP-OC will not knowingly register or otherwise collect personal information from persons who identify themselves as being under the age of 13 during the registration process, without the prior consent of such child's parent or legal guardian.

Additionally, any information collected for this Program will only be used for contacting Applicants and the selection of the Recipients. All information will be deleted by TAP-OC after the selection process has been completed.

Award Delivery

Award will be sent as a check to the Recipient. The check will be made payable to the Recipient's choice of school.

Conditions

By participating in this Program, applying for a Program Award and/or accepting a Program Award, you agree that: [a] you have all rights, permissions and consents necessary to grant the rights to TAP-OC as expressed herein; [b] you will abide by and be bound by these Terms and Conditions and all decisions of TAP-OC in connection with this Program, which are final and binding; [c] you release and hold harmless the TAP-OC, TACL and Entities from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, inability to accept or use for any reason, loss or misdirection of the Program Award; participation in the Program or any Program-related activity or travel to or therefrom; any interaction with, or downloading of, computer Program information; [d] the Program Award is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or

fitness for a particular purpose); [e] a Recipient's acceptance of the Award constitutes the grant to TAP-OC and its assigns of an unconditional right to use Recipient's name, address (city and state or province only), voice, likeness, photograph, biographical and application information and/or statements about the Program for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; [f] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the reasonable control of the TAP-OC, corrupt, prevent or impair the administration, security, fairness or proper play of the Program, so that it cannot be conducted as originally planned, except where prohibited by law, TAP-OC has the right, in its sole discretion, to modify these Terms and Conditions or to cancel, modify, terminate or suspend the Program; and in such event, to select any potential Recipient by such method as TAP-OC in its sole discretion shall consider equitable; [g] the TAP-OC, TACL, and Entities are not responsible for typographical or other errors in the offer or administration of this Program, including but not limited to: human error, errors in advertising, the Terms and Conditions, and selection and announcement of the Recipients; [h] any portion of a Program Award not accepted or used by any Recipient will be forfeited; [i] the TAP-OC has the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: (j) tampering or attempting to tamper with the entry process or the operation of the Program or the Website; (ii) violating these Terms and Conditions; (iii) violating the terms of service, or other terms, conditions of use and/or general rules or guidelines of any Program property or service; (iv) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) for any other good cause as determined solely by the TAP-OC; [k] TAP-OC has the right to lock out an Applicant whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter the Program; [l] since any attempt by any individual to damage the Website or undermine the legitimate operation of this Program or the Website is a violation of these Terms and Conditions as well as criminal and civil laws, and should TAP-OC believe or become aware that such an attempt has been, is being, or will be made, TAP-OC has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without limitation criminal prosecution; [m] all disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to this Program, the meaning or interpretation of the Terms and Conditions or the Program Award awarded shall be resolved by applying the laws of the State of California, without regard to its conflict of laws provisions, and shall be solely and exclusively brought in the state or federal courts in Orange County, California; [n] any and all Claims shall be resolved individually, without resort to any form of class action; [o] all Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased; [p] TAP-OC has the right to modify Awards procedures or to terminate the Program in its sole discretion; [q] any Recipient's acceptance of any Program Award constitutes the grant of an unconditional right to TAP-OC and its assigns to photograph, film, or otherwise capture the fulfillment of the Program Award ("Fulfillment Film"), and TAP-OC shall have the unconditional right to reproduce, distribute, display, exhibit, transmit, broadcast, stream, synchronize with visual material, modify, amend, create derivative works, and otherwise use and permit others to use the Fulfillment Film throughout the universe in any and all media now known

or hereafter devised, in all languages and in all versions, in perpetuity, without compensation, except where prohibited by law; [r] a TAP-OC's use of the Fulfillment Film will not give rise to any claims of infringement, invasion of privacy, defamation or claims for performance or payment of any kind, including but not limited to payment of re-use fees, residuals or license fees; [s] TAP-OC shall have the right to make such changes to the Fulfillment Film and make such uses thereof as each of them deems necessary or desirable, including but not limited to the right to use, edit, and reproduce and/or alter said Fulfillment Film in perpetuity, in its entirety or in part, for any commercial and promotional purposes worldwide without any consultation or additional permission, or compensation, credit or attribution.