

Santé Center for Healing Scholarship Rules

Please carefully read through the Official Rules for the three Santé Center for Healing Scholarships.

1. **ELIGIBILITY:** The Santé Center for Healing scholarship is open only to those legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of application and enrolled in full-time undergraduate or graduate program in the next academic year (see different scholarship focus areas), at an accredited two- or four-year college or university in the United States. Void where prohibited.
2. **HOW TO ENTER:** Limit one (1) application per person. Your written response must be in English and should be up to 600 words in length. All applications, including essays and associated materials become the property of Santé Center for Healing and will not be returned. Award recipients and selections of their applications may be posted on the company's website or used in other marketing materials, without further compensation or notice to the winner. Santé Center for Healing assumes no responsibility for lost, late or misdirected entries. By submitting an application, you fully and unconditionally accept and agree to these Official Rules and the decisions of Santé Center for Healing, which are final and binding.
3. **SELECTION OF POTENTIAL WINNERS:** Santé Center for Healing is looking for eligible Applicants who can clearly and creatively address the provided topics. Santé Center for Healing will select three total recipients - one winner for each of the three scholarships offered - based on the criteria of writing ability, creativity, originality, and overall excellence. The potential winners will be required to supply proof of enrollment in the college or university indicated in the application. The potential winner will be notified via a private message via phone or email. Santé Center for Healing shall have no liability for any potential winner notification that is lost, intercepted or not received by the potential winner for any reason.
4. **SCHOLARSHIP AWARD:** Three total recipients - one winner for each Scholarship Award – will receive an award in the amount of five hundred dollars (\$500) each. Each Scholarship Award will be in the form of a check made payable to the Bursar's Office for the institution attending. Scholarship Award Recipients must submit proof of enrollment for the current semester. Scholarship Awards may not be assigned, transferred, or changed, except at the sole discretion of Santé Center for Healing. The awarding of any Scholarship Award is contingent upon full compliance with these Official Rules. Applicants agree to be bound by Official Rules and agree that if any Scholarship Award Recipient fails to provide proof of identity, refuses to provide required materials, is found to have violated the Official Rules or otherwise does not meet eligibility criteria, the Scholarship Award will be forfeited and the Applicant who submitted the Application with the next highest score will become an alternate potential Scholarship Award Recipient. Applicants understand that Santé Center for Healing is not liable for injuries, losses or damages of any kind arising from participation in this Scholarship Program and acceptance, possession and use of Scholarship Award. Santé Center for Healing is not responsible for any typographical or other error in the printing of the offer, administration of the Scholarship Program or in the announcement of the Scholarship Award. Any associated taxes on Scholarship Awards are sole responsibility of Scholarship Award Recipients.
5. **PRIVACY:** By submitting an Application, you acknowledge that Santé Center for Healing and its related companies may call or contact you in relation to the scholarship.

6. PUBLICITY: Except where prohibited, by accepting a Scholarship Award, the Scholarship Award Recipients agree that Santé Center for Healing may, without any limitation or further compensation or notice, use his or her name, voice and/or likeness in any and all media, worldwide, for the purpose of advertising and promoting the Scholarship Program, Santé Center for Healing or any other Scholarship, contest or sweepstakes. The only potential exception is for applicants of the Rip Corley scholarship who indicate in the application that due to their recovery status they prefer to remain anonymous in any public forums.
7. OWNERSHIP: By submitting an Application, you acknowledge and agree that: (a) Santé Center for Healing will own your Application, including your written response submission and any associated application materials, and (b) as between you and Santé Center for Healing, Santé will own all publishing rights in and to the Application and the written response submission. Each Applicant hereby irrevocably grants, transfers, sells, assigns and conveys to Santé Center for Healing, its successors and assigns, all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights) in and to the Application and the written response submission(s) and linked images for exploitation throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised (the "Rights"). Santé Center for Healing shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter, the Application and written response submission(s) for any purpose which Santé deems necessary or desirable, and each Applicant irrevocably waives any and all so-called moral rights they may have in the Application and written response submission(s) submitted by him or her. Each Applicant hereby acknowledges that such Applicant does not reserve any rights in and to the Application and the written response submissions.
8. DISPUTE RESOLUTION: Except where prohibited, by participating, Applicant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Santé Center for Healing and their agents shall be governed by and construed exclusively in accordance with the laws of Texas without giving effect to any principles of conflicts of law of any jurisdiction. Applicant agrees that any action at law or in equity arising out of or relating to this Scholarship Program, or awarding of the Scholarship Awards, shall be filed only in the state or federal courts located in the State of Texas and Applicant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Scholarship Program, Applicant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Scholarship Program, or awarding of the Scholarship Awards, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Scholarship Program but in no event attorney's fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
9. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION. Each person who enters this Scholarship Program represents and warrants to Santé Center for Healing as follows: (i) the Application, including the written response submission and associated materials, is the Applicant's own original, previously unpublished, and previously unproduced work; (ii) the written response submission is wholly original with Applicant and as of the date of submission, is not the subject of

any actual or threatened litigation or claim; (iii) the written response submission neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; (iv) the written response submission does not and will not violate any applicable laws, and meets the Submission Requirements set forth above. Each Applicant hereby agrees to indemnify and hold Santé Center for Healing harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Applicant hereunder.

10. **FURTHER DOCUMENTATION:** Except where prohibited, potential Scholarship Award Recipients will be required to complete and return an Affidavit of Eligibility, Publicity/Liability Release and verification of spring semester enrollment within (7) days of Spring Semester or the Applicant with the Application with the next highest score will become an alternate potential Scholarship Award Recipient. If notification to a potential Scholarship Award Recipient is returned as undeliverable, the Applicant with the Application with the next highest score may become an alternate potential Scholarship Award Recipient immediately.
11. **NO OBLIGATION TO USE.** Santé Center for Healing shall have no obligation (express or implied) to use any winning Application, or to otherwise exploit a winning Application or continue the development, production, distribution or exploitation thereof, and Santé Center for Healing may at any time abandon the use of the winning Application for any reason, with or without legal justification or excuse, and the Scholarship Award Recipients shall not be entitled to any damages or other relief by reason thereof.
12. **IMPORTANT. PLEASE READ – GENERAL RELEASE AND LIMITATIONS ON LIABILITY:** By entering the Scholarship Program, each Applicant acknowledges and agrees that Santé Center for Healing, its related companies, affiliates, and each such company's respective employees, officers, directors and agents are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) incomplete, lost, late, misdirected or illegible entries or for failure to receive Applications due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, or otherwise, that may limit an Applicant's ability to participate in the Scholarship Program; or (ii) any injury or damage resulting, directly or indirectly, in whole or in part, from participation in the Scholarship Program and/or the use of any Scholarship Award, including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the Applicant's rights of publicity or privacy, or the Applicant's claim that he or she has somehow been defamed or portrayed in a false light. Santé Center for Healing assumes no responsibility for any damage to an Applicant's computer system which is occasioned by accessing the Website or participating in the Scholarship Program, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information. This scholarship program is subject to all U.S. federal, state and local laws and regulations. Void where prohibited.
13. **Santé Center for Healing's RIGHT TO MODIFY, SUSPEND OR TERMINATE.** In the event Santé Center for Healing is prevented from continuing with the Scholarship Program by any event beyond its reasonable control, then Santé Center for Healing shall have the right in its sole discretion to modify, suspend, or terminate the Scholarship Program.
14. **GENERAL PROVISIONS.** Santé Center for Healing reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the application process or the operation of the Scholarship Program or the Website, to be acting in violation of these Official Rules, to be

submitting responses dishonestly or inaccurately, or to be acting in an unsportsmanlike or disruptive manner. If an Application is confirmed by Santé Center for Healing to have been erroneously lost or destroyed, the entrant's sole remedy shall be another Application, if time permits. Santé Center for Healing's failure to enforce any term of these Official Rules shall not constitute a waiver of that or of any other provision.

15. LIST OF SCHOLARSHIP AWARD RECIPIENTS: The names of the Scholarship Award Recipients of this Scholarship Program will be posted on the Santé Center for Healing website, unless anonymity requested in conjunction with the Rip Corley scholarship.