

AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE

1. I hereby submit this Affidavit of Eligibility and Liability/Publicity Release (this “**Affidavit**”) to Owl Marketing Ltd. (“**ScholarshipOwl**”), understanding that ScholarshipOwl will rely on this Affidavit in connection with ScholarshipOwl’s Scholarship Sweepstakes (“**Sweepstakes**”) and subject to my eligibility, my being awarded the Prize (as defined in the Sweepstakes’ Official Rules as set forth in ScholarshipOwl’s Customer Agreement (“**Official Rules**”)).

2. I hereby represent and warrant that:

My full legal name is _____,

I am a legal resident of _____,

My address is _____,

My date of birth is _____,

My telephone number is _____,

My email address is _____,

I have registered on Scholarship Owl’s website under the name

_____, and

I am either enrolled now, or will be enrolled within the next three months, in a School (as defined in the Official Rules).

3. I hereby represent and warrant that I have complied with all provisions of the Official Rules, that I have not perpetrated any fraud or deception in connection with the Sweepstakes, that I have not sought to influence the outcome of the Sweepstakes other than by participating as expressly permitted in the Official Rules, and that all information that I have provided to ScholarshipOwl in connection with the Sweepstakes is complete and accurate.

4. I am not an officer, director, member or employee of ScholarshipOwl or any other party associated with the development or administration of the Sweepstakes, or an immediate family member (ie, parents, children, siblings or spouse) of any of the foregoing, or a person living in the household of any of these individuals, whether or not related.

5. I agree that all taxes, costs and expenses associated with the receipt and/or use of the Prize shall be my sole and exclusive responsibility and that I shall report the value of the Prize for tax purposes as required by law.

6. I hereby acknowledge that the Sweepstakes are provided without any guarantee or warranty, including without limitation any express, implied or statutory warranty, including without limitation the warranties of fitness for a particular purpose or non-infringement.
7. By participating, where permitted by law, I hereby irrevocably and in perpetuity grant to ScholarshipOwl, and those acting under ScholarshipOwl's authority, the unrestricted, absolute, perpetual, worldwide right and license to use my name, address, photograph, likeness, voice, biographical and personal information, statements, Scholarship Sweepstakes application, and any photograph, film, video, audio recording or other recording taken of me or such materials (collectively, "**Content**"), and all in connection with marketing purposes including without limitation the promotion of the Scholarship Sweepstakes and other sweepstakes and contests or the provision of publically available winners lists ("**Promotion**"), and to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used, the Content or any part thereof, whether alone or in combination with other materials (including but not limited to text, data, images, photographs, illustrations, and graphics, video or audio segments of any nature), in any media whatsoever in connection with the Promotion, and all the foregoing without any compensation, royalties, remuneration or consideration to myself or any third party, and I hereby waive all claims to compensation, royalties, remuneration, consideration, notice or permission in connection therewith.
8. I, ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS, HEREBY RELEASE, FOREVER DISCHARGE AND AGREE TO HOLD HARMLESS, SCHOLARSHIPOWL AND ANY OTHER PARTY ASSOCIATED WITH THE DEVELOPMENT OR ADMINISTRATION OF THE SCHOLARSHIP SWEEPSTAKES, AND THEIR RESPECTIVE PARENT, SUBSIDIARY, OR AFFILIATED ENTITIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "**SWEEPSTAKES ENTITIES**"), FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY AND ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, COSTS, EXPENSES, CLAIMS (INCLUDING WITHOUT LIMITATION THIRD PARTY CLAIMS), INJURIES OR LOSSES ("**DAMAGES**") ARISING FROM OR RELATING TO, IN WHOLE OR IN PART, THE SCHOLARSHIP SWEEPSTAKES, INCLUDING WITHOUT LIMITATION IN CONNECTION WITH APPLICATIONS AND THE PRIZE, INCLUDING WITHOUT LIMITATION IN CONNECTION WITH: (A) TECHNICAL, PRINTING, TYPOGRAPHICAL, HUMAN OR OTHER ERRORS, (B) APPLICATIONS OR DATA BEING LOST, CORRUPT, MISDIRECTED, STOLEN, LOST, LATE, DAMAGED, INCOMPLETE, MUTILATED OR ILLEGIBLE, (C) HARDWARE, SOFTWARE, BROWSER, COMPUTER, SERVER, OR NETWORK FAILURE, MALFUNCTION, CONGESTION, DELAY, ERROR, OR INCOMPATIBILITY, OR (D) ANY APPLICATION NOT BEING ACCEPTED ON ACCOUNT OF ANY OF THE FOREGOING.

I AGREE THAT IN ALL CASES THE SWEEPSTAKES ENTITIES' MAXIMUM AGGREGATE LIABILITY SHALL BE LIMITED TO MY DIRECT COSTS OF

ENTERING AND PARTICIPATING IN THE SWEEPSTAKES, AND IN NO EVENT SHALL THE SWEEPSTAKES ENTITIES BE LIABLE FOR ANY ATTORNEYS FEES.

9. I hereby represent and warrant that any cause of action that I may bring forth that arises out of or connected with the Sweepstakes, including without limitation in connection with my application or Prize, shall be individually, without resort to any form of class action.
10. I acknowledge and agree that the Sweepstakes, this Affidavit will be governed and construed under the laws of the State of California, without application of its conflict of laws principles.
11. I hereby represent and warrant that all statements made by me in this Affidavit are true, accurate, and complete, and I hereby indemnify the Sweepstakes Entities from and against any and all losses or damages (including attorneys fees) arising out of or relating to any statements or representations made by me in this Affidavit or otherwise in connection with the Sweepstakes including without limitation in any materials I submit in connection with the Sweepstakes. I agree to immediately return to ScholarshipOwl, upon demand, the value of the Prize that has been or may be awarded to me if any statement or representation made by me in this Affidavit is false or misleading, and I acknowledge and agree that all available legal and equitable remedies may be pursued against me in connection therewith.
12. I have been given a full opportunity to review, analyze, and ask questions in connection with this Affidavit as well as the Official Rules governing the Sweepstakes. I fully and completely understand all of the terms of this Affidavit and sign it voluntarily, freely, and knowingly.

THE SIGNATURE OF PARENT/LEGAL GUARDIAN OPERATES AS AN EXECUTION OF THIS AFFIDAVIT ON BEHALF OF A MINOR CHILD AND FOR ITSELF.

Winner

Parent/Legal Guardian (if Winner is a minor)

Name (Please Print)

Name (Please Print)

Signature

Signature

Social Security Number

Social Security Number

Address

Telephone Number

Email Address

Certification

I, _____ *[name of notary or attorney]*, registration number
_____, hereby certify that on _____ *[date]*,
_____ *[name]* appeared before me, identified by
_____, and after advising him/her that he/she must tell the
truth or be subject to statutory punishment, he/she affirmed the accuracy of the above Affidavit and
signed it, before me and in my presence.