

# The Beauty Changes Lives Foundation

## Vidal Sassoon Professional Beauty Education Scholarship Program – Basic-

### Terms and Conditions

1. Scholarship. The Beauty Changes Lives – Vidal Sassoon Professional Beauty Education Scholarship Program – Basic (this "Scholarship Program") is a scholarship funded by Wella, the Salon Professional Division of P&G (the "Sponsor") to help students pursue educational programs leading to licenses, degrees, certificates, certifications preparing them for gainful employment in the cosmetology and barbering industry (collectively, "Industry"). This Scholarship Program is administered by Beauty Changes Lives (the "Administrator"), a non-profit corporation designed to raise awareness of how careers in the beauty and wellness industry transform lives both personally and professionally. The total amount of the scholarship to be awarded (the "Award") is the lesser of **\$10,000.00** or **half (50%)** of total tuition costs, as approved by the Administrator in its sole and absolute discretion, for education and training in any Program at an Eligible Institution, (as defined below) chosen by the recipient of the Award ("Recipient"). The Award shall not cover payment of the following items and may not be used or applied for the payment of such items by the Recipient:

- A. Tuition for courses and examinations that are not included in the Recipient's planned program and those that have already been started or been completed by the Recipient;
- B. Books, supplies, equipment, kits, uniforms, computers and electronic devices of any kind;
- C. Student activities, events and entertainment;
- D. Pre-payment/deposits for future courses;
- E. School or college level entrance examinations, comprehensive exams and related preparatory courses;
- F. Courses, tests or fees normally paid by an employer as part of a job training program;
- G. Fees of any kind including, but not limited to, registration fees, technology fees, parking fees, etc.
- H. Non-academic credit or ungraded courses, including courses taken on an audit basis or as an internship, practicum, apprenticeship, or clinical supervision; also, orientation programs that are non-academic credit or ungraded;
- I. Courses taken more than one time;

- J. Academic credit by examination tests (e.g. CLEP, etc.);
- K. Transportation, lodging, child care, and medical services;
- L. Course extensions;
- M. Study Abroad Programs;
- N. License fees; and
- O. High school completion programs, including online high school completion programs.

2. Eligibility. This Scholarship Program is open to all legal residents of the United States and Canada who (i) will be eighteen (18) years of age or older by the start date of the program; (ii) have completed and submitted the application for the Scholarship Program; (iii) have been accepted to an Eligible Institution; (iv) are eligible to sit for a state recognized licensure examination in the Industry upon completion of State required hours; (v) are not currently licensed in the Industry in any State; and (vi) are eligible to obtain a state recognized license in the Industry. This Scholarship Program is not open to (i) individuals who were previously approved for any scholarship offered by or through the Administrator, including, without limitation, pursuant to this Scholarship Program, (ii) employees of, or persons with any financial interest in, the Sponsor or the Administrator, or (iii) any person who has an employment, business or family relationship with any member of the Scholarship Committee (as defined below). Applicants can be active in coursework, less than 50% complete, prior to the applicable opening date of the application period for the Scholarship Program.

3. Eligible Institution. For the purposes of this Named Scholarship Program, "Eligible Institution" means a school or institution approved by the Administrator that (i) is a member of the American Association of Cosmetology Schools ("AACCS"), (ii) offers a Program that can lead to a recognized state license or certification required for employment in the Industry; (iii) has agreed in writing to cooperate with and comply with the terms and conditions of this Scholarship Program; and (iv) has agreed in writing to comply, and maintains compliance, with the Administrator's and AACCS's policy and program requirements, including, but not limited to, processing invoices and submitting grades; being truthful and fair when recruiting students; and promptly notifying the Administrator if a Recipient is no longer attending or enrolled in such an Eligible Institution. A list of Eligible Institutions, as amended from time to time, is maintained on the Administrator's website ([www.beautychangeslives.org](http://www.beautychangeslives.org)) (the "Administrator Website").

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4. Payment of Scholarship.

**A.** *Proof of Expenses.* Upon enrollment and after completion of 50% in a Program at an Eligible Institution of the Recipient's choice (the "Selected Institution"), the Selected Institution shall submit an initial invoice ("Invoice") detailing the total tuition costs of the Recipient's program to the Administrator, with a billable amount being 25% of the total tuition costs (up to \$5,000). Within thirty (30) days of receipt of the Invoice, the Administrator shall either (i) notify the Selected Institution of the approval of the Invoice, or (ii) notify the Selected Institution that

additional information is needed for approval, upon which time the Selected Institution shall provide the Administrator with any additional information requested by the Administrator. The Award shall further be contingent on submission of proof to the satisfaction of the Administrator, of enrollment and a confirmation of attendance at the Selected Institution. The Administrator reserves the right to set the date and method of payment of the Award. The Award payment of Invoice 1 shall be mailed to the Selected Institution within thirty (30) days of Recipient's program enrollment date. Upon Recipient's completion of at least half (>50%) of the required program hours at the Selected Institution, the Selected Institution shall submit proof to the satisfaction of the Administrator of the Recipient's progress in the program (the "Progress Report). A second (2<sup>nd</sup>) invoice for the remaining award amount of 25% of the total tuition costs (up to \$5,000) should be sent 8 weeks before awardees program completion date.

**Any correspondence sent to the Administrator shall be through the internet to: [krysta@beautychangeslives.org](mailto:krysta@beautychangeslives.org).**

B. *Payment of Award.* The Award shall consist of fifty percent (50%) of the approved amount of the Invoice up to Ten Thousand Dollars (\$10,000). The Award will be paid in two (2) equal installments, subject to the requirements of paragraph 5 below. A check in the amount of 50% of the Award will be paid to the Selected Institution, for the benefit of the Recipient, along with the notification of approval of the Invoice. A second check in the amount of 50% of the Award will be paid to the Selected Institution, for the benefit of the Recipient, within thirty (30) days of receipt by the Administrator of the Progress Report, provided, however, that if the Recipient is no longer enrolled in the Selected Institution, the second payment shall not be issued. The Administrator reserves the right to set the date and method of payment of the Award.

5. Recipient Requirements: The Recipient must meet all eligibility requirements listed in paragraph 2 above and shall be required to execute an Affidavit of Eligibility, Release of Liability and Scholarship Acceptance Form within thirty (30) days of notification of winning the Award. If the Recipient (i) fails to remain enrolled in an Eligible Institution within six (6) months of notification of winning an Award, (ii) fails to maintain such enrollment throughout the entire applicable Program term at the Selected Institution, or (iii) changes programs at the Selected Institution, the Award and all its benefits will be forfeited. The Award will also be forfeited and an alternate recipient may be selected if the Recipient cannot be notified of an Award, is ineligible, or fails to timely return the completed and executed Affidavit of Eligibility, Release of Liability and Scholarship Acceptance Form,

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upon Administrator's request. Scholarship applications must be complete and accurate to the best of applicant's knowledge and belief. If incorrect information is provided to the Administrator in the application materials, approval of the Invoice may be rejected and the Recipient may be held responsible by the Selected Institution to pay all course costs. Failure or refusal to comply with any of the terms and conditions of this Scholarship Program can result in disqualification and the selection of an alternate recipient. If Recipient is younger than 18 years old at the time of submission of its application, the Recipient must affirm the terms and conditions of this Scholarship Program once the Recipient turns 18 years old, and if such a Recipient does not affirm the terms and

conditions of this Scholarship Program, then any Award granted to such a Recipient shall be void.

6. Termination. If the Recipient's enrollment at the Selected Institution terminates before the end of the Program for any reason, any unused portion of the Award shall be forfeited by Recipient and returned to the Administrator. Selected Institution must notify the Administrator in writing of Recipient terminates the Program, and a prorated Award amount shall be returned by the Selected Institution to the Administrator. Recipient shall not be eligible to use any remaining scholarship funds and shall be ineligible for any future scholarships from the Sponsor or the Administrator.

7. Application: Application forms and instructions for completion are available on the Administrator Website by clicking the "Apply Now" button. Applicants must provide all requested information in order to be considered. In addition to the application form, applicants must submit an essay or video as more fully described in the application instructions. Online applications will be deemed made by the authorized account holder of the e-mail address. Incomplete applications, multiple applications, automated applications, and computer-aided or computer-generated script applications are void and ineligible. Once an application has been submitted, it is final and may not be changed, altered, revised, or modified. By submitting an application for an Award, the applicant agrees that it has read, understands, and accepts the terms and conditions of this Scholarship Program.

8. Deadline for Submission. The current scholarship application deadline date is posted on the Administrator's Website. Deadline dates for future scholarship opportunities, if any, will be posted on the Administrator Website, from time to time. The deadline time for submission is 11:59:59 p.m. Pacific Standard Time ("PST") on the respective deadline date. Administrator's computer system shall act as the official clock of this scholarship. Scholarship application deadlines and scholarship recipient announcement dates are subject to change.

9. Selection of Scholarship Recipients. The selection of Recipients will be made from eligible and complete applications (see preceding paragraphs) received within the appropriate application period, which shall begin on the day as provided on the Administrator Website, from time to time, and end with the closing date of the then current application period. The Administrator will appoint a panel of judges (the "Scholarship Committee") to determine the Recipients. The determination process may take up to thirty (30) business days

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following the applicable application deadline. The Administrator reserves the right to modify the methodology for selecting Recipients at any time. All Recipient decisions are final.

10. Ongoing Requirements of the Recipient. Following the completion of its education from the Selected Institution, each Recipient of the Named Scholarship must notify the Administrator when it obtains its licensure to practice in the Industry and when it finds employment in the Industry using the "Contact Us" page on the Administrator Website. Recipient agrees to participate in marketing efforts of the Administrator during its enrollment in the Selected Institution and after the completion of its education from the Selected Institution. Such marketing efforts, may include,

but are not limited to, participation in interviews and providing its personal success story in the Industry.

11. Miscellaneous. Limit one entry per person, per application period. The Administrator is not responsible for lost or misdirected entries. The Administrator and the Sponsor reserve the right to photograph and/or make a recording of the Recipient and to use said reproductions of the Recipient's physical likeness and/or recordings. Acceptance of the Award by the Recipient constitutes permission to use the Recipient's name, likeness, application and personal history with no further payment in connection with publicity efforts regarding the Administrator, the Sponsor or this Scholarship Program. Any and all applicable federal, state, and local tax liabilities arising out of or relating to the Award are the sole responsibility of the Recipient. The Recipient shall provide its social security number or taxpayer identification number for tax reporting (including completion of IRS Form W-9) and verification of application and Invoice purposes. Awards granted pursuant to this Scholarship Program are not transferable or assignable. The names of past scholarship recipients may be obtained by sending a stamped, self-addressed envelope marked "BCL – Vidal Sassoon Professional Beauty Education Scholarship Program- Basic, Past Recipient List" to Beauty Changes Lives, Attn: Scholarships. 16939 Cantaranas, Rancho Santa Fe, CA 92067-7174

12. Interpretation of Rules/Provisions. The Administrator is the sole interpreter of the terms and conditions of this Scholarship Program. By participating, each applicant agrees to be bound by the terms and conditions of this Scholarship Program and that the decisions of the Administrator are final. All entries become the property of the Administrator and will not be returned.

13. General Conditions. This Scholarship Program and any Awards are subject to all federal, state and local laws and regulations and are void where prohibited or restricted by law. The Administrator's failure to enforce any term of this Scholarship Program shall not constitute a waiver of that provision. The Administrator reserves the right, at its sole and absolute discretion, to disqualify any individual it finds to be attempting to tamper with or undermine the entry process and/or the legitimate operation of the Scholarship Program; to violate the terms and conditions of this Scholarship Program; or to act in an disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person with respect to the Scholarship Program. The Administrator may, in its sole discretion and absolute

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discretion, void any suspect entries. The Administrator may modify the Scholarship Program or suspend the Scholarship Program to address any impairment, and then resume the Scholarship Program in a manner that best conforms to the spirit of this Scholarship Program. The Administrator has the right to terminate the Scholarship Program at any time and without notice, however, the Administrator will, to the extent of funding being still available, fulfill any outstanding Award for which a notification of Award was sent to a Recipient within the six (6) month period prior to the termination of the Scholarship Program and which has not yet been used at a Selected Institution.

14. Internet Conditions. Neither the Administrator nor the Sponsor shall be responsible for any entries in this Scholarship Program that are not properly entered due to data corruption or otherwise not received correctly, or for any problems or technical

malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of e-mail, or on account of technical problems or traffic congestion on the internet or at any website or combination thereof, including injury or damage to applicant's computer related to or resulting from participating in this Scholarship Program. Neither the Administrator nor the Sponsor shall be responsible for any lost, misdirected or late entries into this Scholarship Program. The Administrator reserves the right to cancel, terminate, modify or suspend the Scholarship Program in the event that the Scholarship Program is not capable of running as planned, including because of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Administrator which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Scholarship Program.

15. RELEASE AND LIMITATIONS OF LIABILITY. BY PARTICIPATING IN THIS SCHOLARSHIP PROGRAM, EACH APPLICANT AGREES THAT SPONSOR, ADMINISTRATOR, AND THEIR PARENTS, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEB SITE PROVIDERS, WEB MASTERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "RELEASED ENTITIES"), WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY APPLICANT AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE AWARD, ENTRY, OR PARTICIPATION IN THIS SCHOLARSHIP PROGRAM OR IN ANY SCHOLARSHIP RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY. THE RELEASED ENTITIES ARE NOT RESPONSIBLE IF ANY AWARD CANNOT BE AWARDED DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, BANKRUPTCY OR TERRORISM. BY PARTICIPATING IN THIS SCHOLARSHIP PROGRAM, EACH APPLICANT AGREES THAT THE RELEASED ENTITIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY

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ARISING OUT OF ACCESS TO AND USE OF THE ADMINISTRATOR WEBSITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE ADMINISTRATOR WEBSITE. EVERYTHING REGARDING THIS SCHOLARSHIP PROGRAM, INCLUDING THE ADMINISTRATOR WEBSITE AND THE AWARD, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

16. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION. Each applicant who enters this Scholarship Program represents and warrants to the Administrator and Sponsor as follows: (i) the application, including the written response submission is the applicant's own original, previously unpublished, and previously unproduced work; (ii) the written response submission neither infringes upon

nor violates the intellectual property rights or other rights of any other person or entity; (iii) 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 the Sponsor and Administrator 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.

17. DISPUTES/ARBITRATION. By entering this Scholarship Program, the applicant, agrees that: (a) any and all disputes, claims, controversies and/or causes of action arising out of or related to this Scholarship Program, the terms and conditions of this Scholarship Program, and/or the Award shall be resolved by binding arbitration, to be administered by a single arbitrator in accordance with the Commercial Arbitration Rules, Supplementary Rules for Consumer Related Disputes, of the American Arbitration Association. Any dispute or claim shall be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action or consolidated action. All determinations as to the scope, enforceability, and effect of this arbitration provision shall be submitted to the arbitrator. Any judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof; (b) any and all claims, judgment, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Scholarship Program; and (c) under no circumstances will applicant be permitted to obtain awards for, and applicant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of the terms and conditions of this Scholarship Program, or the rights and obligations of the applicant, the Sponsor and the Administrator in connection with this Scholarship Program, shall be governed by, and construed in accordance with, the laws of the State of Arizona, without giving effect to any choice of law or conflict of laws rules (whether of the State of Arizona or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arizona.

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18. Statement of Non-Discrimination. It is the policy and practice of the Scholarship Program to treat all candidates for scholarships with dignity and respect and to provide equal opportunity to all persons without regard to color, race, religion, sex, national origin, citizenship, age, disability, marital status, pregnancy, sexual orientation, military status or any other category protected by law. In addition, the Scholarship Program prohibits retaliation against any individual who reports discrimination or who participates in any investigation of such reports. This policy covers all scholarship award actions, including distribution of applications, selection process and continuance of scholarship funding.

19. Successors and Assigns. Subject to the restrictions against assignment as herein contained, these terms and conditions shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estate, heirs, and legatees of each of the Administrator, Sponsor, Recipients and any applicant to the Scholarship Program.

20. Severance. If any particular provision of the terms and conditions of this Scholarship Program shall be deemed unenforceable or invalid, it shall not affect the other provisions hereof and the terms and conditions of this Scholarship Program shall be constructed in all respects as if such invalid or unenforceable provision(s) was omitted.