

Beauty Changes Lives

Vidal Sassoon Professional Beauty Education Advanced Scholarship Program

Terms and Conditions

1. Scholarship. The Beauty Changes Lives Vidal Sassoon Professional Beauty Education Advanced Scholarship Program (this "Scholarship Program") is a scholarship funded by Wella, the Salon Professional Division of P&G (the "Sponsor"), to help licensed cosmetologists pursue advanced education and training in cosmetology to enhance their careers in the cosmetology 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 cosmetology industry transform lives both personally and professionally. The total amount of each scholarship to be awarded (the "Award") by the Administrator is up to Four Thousand and eight hundred fifty Dollars (\$4,850) in tuition and costs, as approved by the Administrator in its sole discretion, for advanced education and training courses in cosmetology, including travel and related expenses, for the recipient student (the "Recipient") at an Eligible Institution, as defined below. The Award shall not include payment of the following items:

- A. Tuition, costs or expenses related to programs or courses other than ABC Cutting 5 Day, ABC Color 5 Day, Creative Cutting 5 Day, Creating Color 5 Day or Mens 5 Day;
- B. Tuition for courses and examinations that are not included in the Recipient's program plan and those that have already started or been completed by the Recipient;
- C. Books, supplies, equipment, kits, uniforms, computers and electronic devices of any kind;
- D. Student activities, events and entertainment;
- E. Pre-payment/deposits for future courses;
- F. School or college level entrance examinations, comprehensive exams and related preparatory courses;
- G. Courses, tests or fees normally paid by an employer as part of a job training program;
- 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. 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.
- P. Cancellation fees for hotels and/or flight; will pay ONLY if Academy cancels the class or acts of nature.

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 at the time of enrollment; (ii) have completed and submitted the scholarship application; and (iii) are currently licensed by a state authority to practice cosmetology. This Scholarship Program is not open to (i) individuals who were previously approved for any scholarship offered by the Administrator, including pursuant to this Scholarship Program, or (ii) employees of the Sponsor or the Administrator or members of the Scholarship Committee, or their immediate families.

3. Eligible Institution. For the purposes of this Scholarship Program, "Eligible Institution" means a school or institution approved by the Administrator that (i) is a Sassoon Academy located in Los Angeles, San Francisco, Chicago, Miami, Seattle or Toronto offering an advanced cosmetology program; (ii) has agreed in writing to the terms and conditions of this Scholarship Program.

4. Payment of Award.

A. *Proof of Expenses.* Upon Competition at the Eligible Institution of the Recipient's choice (the "Selected Institution"), the Selected Institution shall submit an invoice (the "Institution's Invoice") detailing the total tuition costs of the Recipient's program by email to the Administrator, and the Recipient shall submit an invoice, including copies of receipts for travel and other expenses, **signed** expense report **scanned to a single PDF document** (the "Recipient's Invoice"), **by email** to the Administrator detailing the expenses associated with attendance of the Selected Institution other than tuition costs and fees that would otherwise be paid by the Recipient to the Selected Institution if not for an Award. Within thirty (30) days of receipt of the Institution's Invoice, the Administrator shall either (i) notify the Selected Institution of the approval of the Institution's 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. Within thirty (30) days of receipt of the Recipient's Invoice, the Administrator shall either (i) notify the Recipient of the approval of the Recipient's Invoice, or (ii) notify the Recipient that additional information is needed for approval, upon which time the Recipient shall provide the Administrator with any additional information requested by the Administrator; provided, however, that the Administrator shall not approve any cost or expense

submitted by the Recipient that has been approved on the Institution's Invoice. The Award shall further be contingent on submission of proof to the satisfaction of the Administrator, of enrollment and confirmation of attendance at the Selected Institution. Upon completion of the program at the Selected Institution, the Recipient shall submit or cause the Selected Institution to submit proof to the satisfaction of the Administrator of such completion. **Any correspondence sent to the Administrator under this Section 4 shall be sent via internet to Beauty Changes Lives Administrator krysta@beautychangeslives.org.**

B. *Payment of Award.* The Award shall consist of up to Four Thousand and eight hundred fifty Dollars (\$4,850) of the approved aggregate amount of the Institution's Invoice and Recipient's expense report. The Award will be paid in two (2) installments, one installment to the Academy and one installment to the awardee for expense report, subject to the requirements of paragraph 5 below. Travel expenses will be reimbursed upon completion of the course and must be submitted within 30 days of course completion using the provided Expense Report Form. Reimbursable travel expenses include: airfare, hotel, meals, parking fees, transportation using taxis, Uber, lift (no rental car reimbursement), tolls and/or mileage (at 56 cents per miles, if driving) that are deemed reasonable expenses in any business travel situation and not considered extravagant. **If academy is less than 10 miles away from Hotel awardee is staying at, NO parking and/or car expense will be reimbursed; parking, mileage and tolls will be paid for drop off and pick up from the airport.** A check in the amount of the audited and approved expense report will be paid directly to the Recipient, within thirty (30) days of receipt (errors on the expense report will delay reimbursement and may take longer than 30 days) of proof to the satisfaction of the Administrator of completion by the Recipient of the program; provided, however, that **if the Recipient did not complete the program at the Selected Institution without reasonable cause, such as Acts of Nature or extreme family emergency, they will not receive reimbursement for their expense report; Awardee must complete 5 day course to receive reimbursement for travel expenses.** The Administrator reserves the right to set the date and method of payment of the Award. **ALL EXPENSE REPORTS ARE AUDITED. ONLY expenses with a receipt will be reimbursed, if a receipt is not provided, requested reimbursement will not be approved for the expense.**

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 enroll in an Eligible Institution within six (6) months of notification of winning, (ii) fails to complete class within one (1) year, (iii) fails to maintain such enrollment throughout the entire applicable program term at the Selected Institution; this includes "no show", reschedules with out approval, and incompleting of class and this is subject to the awardee being responsible for any acquired fees due to failing to maintain enrollment with the exception of Acts of Nature and/or extreme family emergencies, or (iiii) 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 Student cannot be notified, is ineligible, or fails to timely return the completed and executed Affidavit of Eligibility, Release of Liability and Scholarship Acceptance Form, 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 may result in disqualification and the selection of an alternate recipient. If Recipient is younger than 18

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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.

If awardee needs to reschedule enrollment date, rescheduling will need to be within the 6 month enrollment guideline; you have 6 months from award date to enroll at the Vidal Sassoon Academy. If your reschedule date is past the 6 month deadline, you will need to request an **extension form** and provide reason for the need of an extension. The administrator will approve or deny for a two week extension; circumstances must be extreme and unavoidable. You will also need to communicate with the academy admirative of your request for an extension.

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. 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's website (www.beautychangeslives.org) (the " Administrator Website") by clicking the "Vidal Sassoon Professional Beauty Education Advanced Scholarship Application" 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 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 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 following the applicable deadline. The Administrator reserves the right to use another means to determine the scholarship recipient(s), such as random selection. All Recipient decisions are final.

10. Ongoing Requirements of the Recipient. Following the completion of its education from the Selected Institution, each Recipient must submit, by mail, proof to the **satisfaction the Administrator of completion of the program.** 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 cosmetology 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 are the sole responsibility of the Recipient. The Recipient must provide its social security number or taxpayer identification number for tax reporting 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 "Vidal Sassoon Professional Beauty Education Advanced Scholarship Program Past Recipient List" to Beauty Changes Lives, 16939 Cantaranas, Rancho Santa Fe, CA 92067-7174. If you are having trouble scheduling your class or your travel arrangements, please contact Beauty changes lives to discuss how to stay within the guidelines and still schedule your class accordingly.

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 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, 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 still fulfill all Awards which have not been applied to a Selected Institution and are within the six (6) months of notification of winning period.

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

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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, APPLICANTS AGREE 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 APPLICANTS 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

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

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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.

18. 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.