

**Beauty Changes Lives
The Darby Project: LGBTQIA+
Cosmetology Student Scholarship**

Terms and Conditions

1. **Scholarship.** The Beauty Changes Lives and **The Darby Project: LGBTQIA+ Cosmetology Student Scholarship** Program (this "Scholarship Program") is a scholarship funded by of Brian Backes, Diane Backes, Elizabeth Leary and WhiteRoom (the "Sponsor") to help students pursue licenses, certificates, or certifications in the professional beauty industry (the "Industry") preparing them for gainful employment. This Scholarship Program is administered by Beauty Changes Lives (the "Administrator"), a non-profit corporation designed to raise awareness of how careers in the Industry transform lives both personally and professionally. The total amount of the The Darby Project: LGBTQIA+ Cosmetology Student Scholarship to be awarded (the "Award") by the Administrator to pay 100% of tuition costs, for a cosmetology program, **up to \$5,000**, as approved by the Administrator in its sole discretion, for education and training courses leading to a recognized license, certificate, certification in the Industry of the recipient student (the "Recipient") at an Eligible Institution, as defined below.

The Award shall not include payment of the following items:

- a. 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;
- 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
- h. fees, etc.;
- i. 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;
- j. Courses taken more than one time;

- k. Academic credit by examination tests (e.g. CLEP, etc.);
- l. Transportation, lodging, childcare, and medical services;
- m. Course extensions;
- n. Study Abroad Programs;
- o. License fees; and
- p. High school completion programs, including online high school completion programs.

2. **Eligibility.** This Scholarship Program is open to all legal residents of New York State who (i) will be eighteen (18) years of age or older by the start date of the program; (ii) have completed and submitted the scholarship application; (iii) are currently enrolled or accepted to an Eligible Institution; (iv) are eligible to sit for the New York State recognized licensure examination in the Industry upon completion of the required hours; (v) are not currently licensed in the Industry in any State in the U.S.; (vi) are eligible to obtain a state recognized license in the U.S. in the Industry; (vii) the applicant must identify as a member of the LGBTQIA+ community. 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 an Accredited school or institution approved by the Administrator that (i) offers a cosmetology program that can lead to a recognized New York state license or certification required for employment as a cosmetologist; (ii) has agreed in writing to the terms and conditions of this Scholarship Program; and (iii) has agreed in writing to comply, and maintains compliance, with the Administrator'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.

4. **Payment of Scholarship.**

a. **Proof of Expenses.** Upon awarding the awardee at the Selected Institution, as defined below, of the Recipient's choice (the "Selected Institution"), the Selected Institution shall submit proof of student enrollment and program cost ledger. When the awardee has completed 50% or more, the selected institution shall submit an invoice (the "Invoice") detailing the total tuition costs of the Recipient's program by mail to the Administrator. 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. Upon completion of 50% of the program 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").] The Administrator reserves the right to set the date and method of payment of the Award.

Any correspondence sent to the Administrator under this Section 4 shall be sent to Administrator via email to: scholarship@beautychangeslives.org.

b. **Payment of Award.** A check in the amount of \$5,000 or the Tuition amount if less than \$5,000 (>\$5,000) and administrator approves the amount of the Invoice, whichever is less, will be paid to the Selected Institution, for the benefit of the Recipient, along with the notification of approval of the Invoice.] The Award shall consist of \$5,000 or the approved amount of the Invoice, whichever is less. The Award will be paid in one (1) installment, subject to the requirements of Section 5 below. 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 payment shall not be issued.

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 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 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 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. 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 " The Darby Project: LGBTQIA+ Cosmetology Student Scholarship " button. Applicants must provide all requested information in order to be considered. In addition to the application form, applicants must submit a three-minute 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 applying 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 dates are 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 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 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 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 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 "The Darby Project: LGBTQIA+ Cosmetology Student Scholarship Past Recipient List" to Beauty Changes Lives, PO BOX 7174 Rancho Santa Fe, CA 92067 Attn: Marketing.

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 a 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 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 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.