BEAUTY CHANGES LIVES | SCHOLARSHIPS MENTORSHIP INSPIRATION

Beauty Changes Lives
Vivienne MacKinder Education
Advanced Education Scholarship

Terms and Conditions

1. **Scholarship.** The Beauty Changes Lives organization in partnership with Vivienne MacKinder Education will be offering an Advanced Education Scholarship Program (this "Scholarship Program") is a scholarship supported by Vivienne MacKinder Education (the "Sponsor") to help new students and licensed professionals advance their craft in the beauty industry (the "Industry") enriching their skills 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 value of the scholarship to be awarded in advanced education (the "Award") by the Administrator, has a retail value of up to **$5,000**, as approved by the Administrator in its sole discretion.

   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. 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, childcare, and medical services;
   l. Course extensions;
   m. Study Abroad Programs;
   n. License fees;
   o. And 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 scholarship application; (iii) have completed a Cosmetology or Hair Design program from an accredited school/institution within the US or Canada. 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. **Payment of Scholarship.**
    a. **Administration of Award.** Selected winners will be enrolled in the corresponding course by the Vivienne MacKinder team.

4. **Recipient Requirements.** The Recipient must meet all eligibility requirements listed in paragraph 2 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.

5. **Termination.** If the Recipient's participation in The Program 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.

6. **Application.** Application forms and instructions for completion are available on the Administrator Website by clicking the " the Vivienne MacKinder Education Scholarship Program Application" button. Applicants must provide all requested information to be considered. In addition to the application form, applicants must submit a 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.

7. **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.

8. **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.

9. **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 Vivienne MacKinder Education Scholarship Program Past Recipient List" to Beauty Changes Lives, PO BOX 7174 Rancho Santa Fe, CA 92067 Attn: Marketing.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.