

INTERNET AND EMAIL ACCOUNT REQUIRED. NO PURCHASE NECESSARY. VOID IN PUERTO RICO AND WHERE PROHIBITED. PURCHASE OR DONATION DOES NOT IMPROVE CHANCE OF WINNING. CONTEST GOVERNED BY THE LAWS OF NEW JERSEY. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY.

ELIGIBLE MINORS SHOULD OBTAIN PERMISSION FROM THEIR PARENTS OR LEGAL GUARDIANS PRIOR TO PARTICIPATING IN THIS CONTEST. ELIGIBLE MINORS WHO WIN THE CONTEST WILL NEED A SIGNATURE FROM THEIR PARENTS OR LEGAL GUARDIANS TO RECEIVE THE PRIZE.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

ELIGIBILITY: You must be a U.S. legal resident of an Eligible State and within the Age Eligibility below. You are not eligible if: (A) you or a member of your immediate family or household (whether or not related) is an employee, officer, or director of the Promotion Parties; or (B) you are not a graduating high school senior from a public or private high school planning to attend a post-high school institution (including, but not limited to, a two or four-year college, vocational, or technical school) within the United States of America in the fall of 2023.

“Immediate family” means spouses, parents, children, siblings, and stepparents/children/siblings, whether or not living at the same residence.

“Promotion Parties” means Sponsor, Administrators, their respective parents, subsidiaries, and affiliates, their promotion partners, advertising or promotion agencies, promotion materials suppliers, website developers, judging organizations, auditing or legal firms, and other parties engaged in the promotion, administration, or execution of the Promotion, and all of their employees, officers, directors, and agents.

Promotion: 2023 SMAC Cancer Fighter Scholarship Promotion & Contest (“**Promotion**”)
Sponsor: Student Movement Against Cancer, Inc., 51 Wayne St., Jersey City, NJ 07302 (“**Sponsor**”)

ADMINISTRATORS:

Contest Administrators:

Student Movement Against Cancer, Inc., 51 Wayne St., Jersey City, NJ 07302

Age Eligibility: Must be at least **18** on 12/31/2023 at 11:59 P.M. PT

ADDRESSES:

Website: www.supportsmac.org

Winners List Address: Student Movement Against Cancer, Inc., Attn: SMAC Cancer Fighter Scholarship, 51 Wayne St., Jersey City, NJ 07302

DATES:

Start Date: 8:00:00 A.M. Eastern Time (ET) January 9, 2023
End Date: 11:59 P.M. Pacific Time (PT) July 31, 2023
Winners List Request Deadline: October 31, 2023
Promotion Period: Start Date through End Date
Video Submission Deadline: 11:59 P.M. Pacific Time (PT) April 1, 2023

HOW TO ENTER:

ONLINE ENTRY: Submit a video to scholarship@supportsmac.org that explains how you have been a cancer fighter and what you have learned from the fight (“**Video**”). Videos must be submitted by the Tuition Video Submission Date. Entrants must submit their full name and home address, personal phone number, name and location of their high school, high school phone number, colleges applied to along with accepted or pending status, extracurricular activities including position(s) held and years involved, and grade point average (GPA). Sponsor will then select ten (10) Winners based on the Videos submitted to win a grand prize described below.

“**Cancer Fighter**” means one who has battled cancer themselves, helped a loved one or friend through their own fight, or has been a leader in their school and/or community in the fight against cancer.

VIDEOS:

All Videos must:

1. Be in one of the following video types: .mov, .mp4, .mpg, .mpeg, .avi, or .mww.
2. Be between 60 and 90 seconds in length and no more than 50 megabytes in size
3. Be your original creation
4. Be suitable for publication
5. Be submitted in English, or, if submitted in any other language, with English subtitles
6. Include “Peace out, cancer” at the end of your video

Videos must not:

1. Have won previous awards
2. Have been previously published
3. Infringe on any third-party rights

Videos that are deemed by the judge in his or her sole discretion to be immoral, obscene, profane; sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional, or age group; profane or pornographic; contain nudity; promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promote any activities that may appear unsafe or dangerous; promote any particular political agenda or message; are obscene or offensive; endorse any form of hate or hate group; appear to duplicate any other submitted entries; defame, misrepresent, or contain disparaging remarks about other people or companies; contain trademarks, logos, or trade dress owned by others, without permission (except for the nonexclusive use of the SMAC trademarks, logos, and/or trade dress for the Videos only that Sponsor grants to all entrants solely for the purpose of the Promotion); contain any personal identification, such as full personal names, email addresses, or street addresses for individuals other than the entrant; contain copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies, or other media); violate any law, or are not in keeping with Sponsor’s image, or are in violation of these Official Rules may be disqualified. Entries that appear to duplicate any other submitted entries will be void, and only the first entry submitted (based on time/date) will be included in the Contest. All Videos become the property of the Sponsor and will not be returned. Videos will be judged on:

1. Your experience as a “cancer fighter”
2. What you have learned from the fight against cancer
3. Overall presentation quality
4. If unable to distinguish winners between videos based on above-referenced criteria, entries may be also judged on extracurricular activities and grade point average.

By participating, you warrant and represent that your Video does not violate any federal, state, or local laws or ordinances. You further warrant and represent that: (1) Sponsor and its designees shall own the Video (and all material embodied therein); (2) that by entering, the entrant irrevocably assigns to Sponsor and its designees any and all rights, title, and interest in the Video including but not limited to all intellectual property rights; and (3) that Sponsor and its designees shall have, without limitation, the perpetual right worldwide to edit, adapt, modify, publish, exploit, and use the Video in any way and in any media for trade, advertising, promotional, and/or other purposes as Sponsor and/or its designees may determine without further consideration, notification, or permission of entrants, winners, or any third parties. A Video posted deemed having an inappropriate profile image could result in disqualification.

ENTRY LIMITS: Videos must be received by the Entry Deadline. Limit one (1) Video per person. You may not use more than one (1) name or residential or email address. Once a Video is submitted, the Video cannot be replaced or altered. Only one Video, one time, per person.

NOTIFICATION: All winners (i.e., Grand Prize winners) will be notified via the site, email, phone, or mail. After a reasonable number of attempts during a day (determined by Sponsor or Administrator), if contact is not made with a potential winner or you do not claim the prize within period specified, the prize may be forfeited. Winner may be required to sign an appearance release, affidavit of eligibility, and release of publicity/liability within the time Sponsor or Administrator specifies or prize may be forfeited. Affidavit may be scanned and emailed or faxed to the number provided by Sponsor or Administrator. Original signed affidavit must be returned by mail to address provided by Sponsor or Administrator.

TEN (10) GRAND PRIZES: (“Grand Prize”) Scholarship in the amount of \$1,000 for tuition, to be sent directly to the accredited institution to which the winner is accepted and plans to attend. **Approximate Retail Value (“ARV”): \$1,000.**

By accepting a prize, you agree to notify Sponsor of any changes to your contact information and provide updated information describing how the tuition prize is being used. Sponsor will have the right to include your name, nicknames, image, likeness, voice, signature facsimile, pictures, biographical information, or statements in any of Advertising Materials produced by the Promotion Sponsor, any of the Administrators, or any other partners of the Promotion Sponsor hereunder. “Advertising Materials” shall include television and radio commercials, and any type of print and/or promotional materials including without limitation print advertisements, publicity, posters, displays, any type of point-of-sale materials, packaging, social media, and Internet materials. Sponsor shall be under no obligation to make or use any Advertising Materials.

WINNERS RIGHTS OF USAGE: Sponsor reserves the right to document and track how tuition funds are being used for **TUITION AWARDS:**

Each tuition prize amount is payable as follows:

- (a) As tuition to cover up to four (4) years of college or postsecondary vocational institution tuition or fees to be awarded in the form of a check distributed to the school (eligible under Title IV of the Higher Education Act of 1965 as amended) and located in the United States on behalf of the Winner; or
- (b) To pay off student loans incurred for eligible costs in (a) above, to be distributed to the school, which shall be distributed to the appropriate lender; or
- (c) A combination of (a) and (b) above in an amount not to exceed the prize amount.

All tuition/educational awards will be administered by Student Movement Against Cancer, Inc. and are subject to the following and all other terms of these Official Rules. Awards are to be used for postsecondary education expenses at an accredited two- or four-year college, technical school, or vocational school in the United States. Awards may be used to pay current educational expenses, student loans, or a combination of both. Checks for the full amount will be sent to the institution designated by the Winners. Payments applied to educational loans will be payable to the loan servicing company for the student by the institution. (Award may be considered taxable and Form 1099-Miscellaneous Income will be issued.)

Awards may be used for current educational expenses until the expiration date of December 31, 2028, (the “Expiration Date”) or until a degree is earned, whichever occurs first.

ANY FUNDS NOT USED BY THE EXPIRATION DATE WILL BE FORFEITED AND RETURNED TO SPONSOR.

THE FOLLOWING TERMS ARE PART OF THE FULL OFFICIAL RULES.

GENERAL: By participating, you agree to abide by the Official Rules and all decisions of Sponsor and its judges and administrators, which are final and binding in all respects. Noncompliance may result in disqualification. You are not a winner unless and until you have fully complied with the Rules and all award processes have been completed (including affidavits and any verifications required by Sponsor). All entries must use your actual name and residential address (as would be on your driver’s license or government ID), no P.O. boxes. Documents must be signed by parent/legal guardian of a minor. Entries become Sponsor’s property and will not be returned. Winners may not substitute, transfer, or redeem for cash all or any part of prize. If, for any reason, a prize cannot be awarded or winner is not capable of redeeming, Sponsor is not obligated to award it. If, for any reason, more prizes are available or claimed than the stated number, Sponsor reserves the right to randomly choose winners from eligible claimants. Winners are solely responsible for all taxes, if any, on prizes and may be required to provide a W-9 form to Sponsor or Administrator for any prizes valued at \$600 or more. Winners are responsible for any expense or item not specifically awarded in the Rules.

USE OF NAME/LIKENESS: By accepting a prize, you grant Sponsor (and its designees) the right to use your name and/or likeness for advertising purposes in any medium, without further compensation, except as prohibited by law.

LIMITATIONS: Neither Sponsor nor any other Promotion Party is responsible for any:

- Lost, late, damaged, incomplete, illegible, misdirected, undeliverable, or postage-due mail;
- Email, network, electronic, software, equipment, processing, accessibility, or other errors, failures, or issues;
- Unauthorized access, tampering, hacking, theft, or destruction; or
- Other technical or human error related to the promotion, execution, or administration of the Promotion.

VIOLATIONS: Sponsor may, in its sole determination, disqualify anyone it believes has not complied with the Rules, may be tampering or acting in a non-sportsmanlike, disruptive, abusive, harassing, or threatening manner.

CAUTION: ATTEMPTS TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY VIOLATE CIVIL AND CRIMINAL LAWS AND SPONSOR MAY SEEK REMEDIES TO THE FULLEST EXTENT UNDER LAW.

CHANGES: Sponsor may, in its sole determination, cancel or modify any aspect of the Promotion or Rules for any reason that Sponsor, in its sole opinion, deems affects the promotion, execution, or administration of the Promotion (whether tampering, technical or human error, application of new or existing laws/regulations, or other issues).

RULES INTERPRETATION: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. Sponsor's or Administrator's failure to enforce any term of these Official Rules does not constitute a waiver of that provision. By entering this Promotion, you waive any right to claim ambiguity in these Official Rules.

LIABILITY RELEASE: BY PARTICIPATING, YOU RELEASE AND AGREE THAT NEITHER SPONSOR NOR ANY PROMOTION PARTY WILL BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSES, AND LIABILITY OF ANY KIND (INCLUDING PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, COUNSEL FEES, AND COURT COSTS) ARISING FROM ANYTHING RELATING TO:

- PROMOTION, EXECUTION, OR ADMINISTRATION OF THE PROMOTION (OR YOUR PARTICIPATION);
- CANCELLATION OR MODIFICATION OF ANY ASPECT OF THE PROMOTION;
- USE OF ANY WEBSITE RELATED TO THE PROMOTION OR MATERIALS ON THEM;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY PRIZE; OR
- PARTICIPATING IN OR TRAVELING TO ANY PROMOTION-RELATED ACTIVITY.

INDEMNITY: By participating, you further agree to indemnify and hold harmless the Promotion Parties and their respective agents, representatives, officers, directors, shareholders, and employees from and against any injuries, losses, damages, claims, actions, and liability of any kind resulting from or in connection with the Promotion or the Prizes.

NO WARRANTY: ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

SOME JURISDICTIONS MAY NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CHECK YOUR LOCAL LAWS.

DISPUTES: IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED EXCLUSIVELY BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN NEW JERSEY. VENUE FOR ANY PROCEEDINGS WILL BE IN UNION COUNTY, NEW JERSEY. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE RULES, BE LIMITED TO ACTUAL OUT-OF-POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS, OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

BY ENTERING THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

USE OF DATA: All information submitted by you will be treated according to Sponsor's Privacy Policy. By participating in the Promotion and providing any applicable contact information, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's Privacy Policy available at <https://www.supportsmac.org/privacy-policy>.

ADMINISTRATION: Administrators are responsible for the processing of entries and administration of the Promotion. Contact Administrators at the above addresses with any questions, comments, or problems.

FOR A WINNERS LIST: Mail a self-addressed stamped envelope to Winners List Address above by the Winners List Request Deadline. List will be sent once all prizes awarded.

THIS CONTEST IS NOT SPONSORED OR ADMINISTERED BY FACEBOOK, INSTAGRAM, OR TWITTER. THESE SOCIAL MEDIA SITES MAY BE USED TO ADVERTISE THE PROMOTION ONLY.

ABBREVIATED RULES

Online/Print

NO PURCHASE OR DONATION NECESSARY. INTERNET, EMAIL REQUIRED. Must be U.S. legal resident. Go to supportsmac.org to enter/upload goal/rules/details. Subject to full Official Rules. Void where prohibited. **Must be a graduating high school senior and at least 18 years of age by 12/31/2023 at 11:59 P.M. PT. Videos must be uploaded by and Promotion ends 4/01/2023. ANY FUNDS NOT USED BY DECEMBER 31, 2028, WILL BE FORFEITED AND RETURNED TO SPONSOR.**

AFFIDAVIT OF ELIGIBILITY/RELEASE OF LIABILITY FOR CONTEST WINNERS

STATE OF _____

COUNTY OF _____

I, _____, hereby duly sworn say:

I am an adult, __ years of age. I reside

at _____
(Residential Street Address – city, state, and zip – no PO Box will be accepted)

My phone numbers are: Home: (____) _____ Cell: (____) _____

Work: (____) _____ Fax: (____) _____

My email address is: _____

My Instagram handle is: _____

My current school is: _____

Promotion: 2023 SMAC Cancer Fighter Scholarship Promotion & Contest
Sponsor: Student Movement Against Cancer, Inc., 51 Wayne St., Jersey City, NJ 07302

ADMINISTRATORS:

Contest Administrators:

Student Movement Against Cancer, Inc., 51 Wayne St., Jersey City, NJ 07302

Scholarship Administrator: Student Movement Against Cancer, Inc., Attn: SMAC Cancer Fighter Scholarship, 51 Wayne St., Jersey City, NJ 07302

Age Eligibility: Must be at least **18** on 12/31/2023 at 11:59 P.M. PT

Approximate Retail Value of Prize: \$1,000

I am submitting this Affidavit/Release for forwarding to Sponsor with the understanding that it will be relied on to confirm my eligibility in the Promotion.

I represent that I am a U.S. legal resident of an Eligible State and my age is within the Age Eligibility. I also represent that: (A) I am not nor are any member of my immediate family or household (whether or not related) an employee, officer, or director of any Promotion Party, and (B) I am a graduating high school senior from a public or private high school planning to attend a post-high school institution (including, but not limited to, a two or four-year college, vocational, or technical school) within the United States of America in the fall of 2023.

“Immediate family” means spouses, parents, children, siblings, and stepparents/children/siblings, whether or not living at the same residence.

“Promotion Part(ies)” means Sponsor, Administrator, their respective parents, subsidiaries and affiliates, their promotion partners, advertising or promotion agencies, promotion materials suppliers, website developers, judging organizations, auditing or legal firms and other parties engaged in the promotion, administration, or execution of the Promotion, and all of their employees, officers, directors, and agents.

I confirm that:

- I have not used more than one name or residential or email address to enter.
- I completed my own entry(ies) and have not used any automated, form filling, programmed, or similar service or system.
- I have entered using my actual name and residential address as would be on my driver's license or government ID.
- Neither I nor anyone in my household has won a prize (valued at \$600 or more) in the last 12-consecutive-month period in any promotion sponsored by Sponsor.

By participating, I warrant and represent that my video ("Video") does not violate any federal, state, or local laws or ordinances. I further warrant and represent that: (1) Sponsor and its designees shall own the Video (and all material embodied therein); (2) that by entering (directly or by being nominated by someone else), I irrevocably assign to Sponsor and its designees any and all rights, title, and interest in the Video including but not limited to all intellectual property rights; and (3) that Sponsor and its designees shall have, without limitation, the perpetual right worldwide to edit, adapt, modify, publish, exploit, and use the Video in any way and in any media for trade, advertising, promotional, and/or other purposes as Sponsor and/or its designees may determine without further consideration, notification, or permission of entrants, winner, or any third parties.

As provided in the Official Rules, I accept and agree to abide by the Official Rules and all decisions of Sponsor and its independent judging and administration organizations, which are final and legally binding in all respects.

I agree to comply with all COVID-19 safety measures, including but not limited to wearing a mask in public gatherings and practicing social distancing.

I hereby agree to be solely responsible for all applicable federal, state, and local taxes, if any, on prize(s).

If the prize or prizes have an approximate retail value ("ARV") as listed above of \$600 or more, I have included a signed W-9 form.

I also agree to be responsible for any other expenses not specified herein as being awarded. I agree that the prize cannot be transferred and no substitutions will be made.

By accepting the prize, I give permission for Sponsor and its designees to use my name and/or likeness for purposes of advertising and trade in any medium, including the Video I submitted and any video made by Sponsor or its designees of my notification that I am a potential winner or in connection with any competition and prize-related activity, without further compensation, unless prohibited by law.

AS PROVIDED IN THE OFFICIAL RULES, I UNDERSTAND THAT ANY FUNDS NOT USED BY DECEMBER 31, 2028, WILL BE FORFEITED AND RETURNED TO SPONSOR.

LIABILITY RELEASE: BY PARTICIPATING, I RELEASE AND AGREE THAT NEITHER SPONSOR NOR ANY PROMOTION PARTY WILL BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSES, AND LIABILITY OF ANY KIND (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY, AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, COUNSEL FEES, AND COURT COSTS) ARISING FROM ANYTHING RELATING TO:

- PROMOTION, EXECUTION, OR ADMINISTRATION OF THE PROMOTION (OR MY PARTICIPATION);
- CANCELLATION OR MODIFICATION OF ANY ASPECT OF THE PROMOTION;
- USE OF ANY WEBSITE RELATED TO THE PROMOTION OR MATERIALS ON THEM;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY PRIZE; OR
- PARTICIPATING IN OR TRAVELING TO ANY PROMOTION-RELATED ACTIVITY.

INDEMNITY: I further agree to indemnify and hold harmless the Promotion Parties and their respective agents, representatives, officers, directors, shareholders, and employees from and against any injuries, losses, damages, claims, actions, and liability of any kind resulting from or in connection with the Promotion or the Prizes.

NO WARRANTY: ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

