



## Pinnacle Peak Recovery Scholarship Rules

*Please carefully read through the Official Rules for the Pinnacle Peak Recovery Scholarship.*

**ELIGIBILITY:** The Pinnacle Peak Recovery scholarship is open only to those legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of application and a high school junior or senior planning to enroll in full-time undergraduate or graduate program in the next academic year, at an accredited two- or four-year college or university in the United States. Current employees, officers, directors and agents of Pinnacle Peak Recovery and its related companies and members of their immediate families (defined as spouse, parents, siblings and children) and persons residing at the same address are not eligible to win. Void where prohibited.

**HOW TO ENTER:** Limit one (1) application per person. Your written response must be in English, with correct spelling and grammar, and should be 500-1000 words in length. All applications, including essays and images become the property of Pinnacle Peak Recovery and will not be returned. The writing and images included in applications may be posted on the Pinnacle Peak Recovery website, or used in other marketing materials, without further compensation or notice to the winner. Pinnacle Peak Recovery assumes no responsibility for lost, late, misdirected, or unintelligible entries. By submitting an application, you fully and unconditionally accept and agree to these Official Rules and the decisions of Pinnacle Peak Recovery, which are final and binding.

**SELECTION OF POTENTIAL WINNERS:** Pinnacle Peak Recovery is looking for eligible Applicants who can clearly and creatively address the provided topic. Pinnacle Peak Recovery will select one (1) potential winner based on the criteria of writing ability, creativity, originality, and overall excellence. The potential winner will be required to supply proof of enrollment in the college or university indicated in the application as well as a notarized affidavit within seven (7) days of contact from Pinnacle Peak Recovery. The potential winner will be notified via a private message on Facebook, Twitter or via email. Pinnacle Peak Recovery shall have no liability for any potential winner notification that is lost, intercepted or not received by the potential winner for any reason.

**SCHOLARSHIP AWARD:** One (1) winner will receive a Scholarship Award in the amount of five hundred dollars (\$500). Each Scholarship Award will be in the form of a check made payable to the Scholarship Award Recipient (once the Scholarship Award Recipient has enrolled in an accredited post-secondary institution of higher education and submitted proof of enrollment to Pinnacle Peak Recovery). Scholarship Award Recipients must submit proof of enrollment for the current semester. Scholarship Awards may not be assigned, transferred, or changed, except at the sole discretion of Pinnacle Peak Recovery. The awarding of any Scholarship Award is contingent upon full compliance with these Official Rules. Applicants agree to be bound by Official Rules and agree that if any Scholarship Award Recipient fails to provide proof of identity, refuses to provide required affidavit, is found to have violated the Official Rules or otherwise does not meet eligibility criteria, Scholarship Award will be forfeited and the Applicant who submitted the Application with the next highest score will become an alternate potential Scholarship Award Recipient. Applicants understand that Pinnacle Peak Recovery is not liable for injuries, losses or damages of any kind arising from participation in this Scholarship Program and acceptance, possession and use of Scholarship Award. Pinnacle Peak Recovery is not responsible for any typographical or other error in the printing of the offer, administration of the Scholarship Program or in the announcement of the Scholarship Award. Taxes on Scholarship Awards are sole responsibility of Scholarship Award Recipients.

**PRIVACY:** By submitting an Application, you acknowledge that Pinnacle Peak Recovery and its related companies may call or contact you in relation to the scholarship.

**PUBLICITY:** Except where prohibited, by accepting a Scholarship Award, the Scholarship Award Recipients agree that Pinnacle Peak Recovery may, without any limitation or further compensation or notice, use his or her name, voice and/or likeness in any and all media, worldwide, for the purpose of advertising and promoting the Website, Pinnacle Peak Recovery, the Scholarship Program, or any other Scholarship, contest or sweepstakes.

**OWNERSHIP:** By submitting an Application, you acknowledge and agree that: (a) Pinnacle Peak Recovery will own your Application,

including your written response submission and any images that you link to in your application, and (b) as between you and Pinnacle Peak Recovery, Pinnacle Peak Recovery will own all publishing rights in and to the Application and the written response submission. Each Applicant hereby irrevocably grants, transfers, sells, assigns and conveys to Pinnacle Peak Recovery, its successors and assigns, all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights) in and to the Application and the written response submission(s) and linked images for exploitation throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised (the "Rights"). Pinnacle Peak Recovery shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter, the Application and written response submission(s) for any purpose which Pinnacle Peak Recovery deems necessary or desirable, and each Applicant irrevocably waives any and all so-called moral rights they may have in the Application and written response submission(s) submitted by him or her. Each Applicant hereby acknowledges that such Applicant does not reserve any rights in and to the Application and the written response submissions.

**DISPUTE RESOLUTION:** Except where prohibited, by participating, Applicant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Pinnacle Peak Recovery and their agents shall be governed by and construed exclusively in accordance with the laws of Washington without giving effect to any principles of conflicts of law of any jurisdiction. Applicant agrees that any action at law or in equity arising out of or relating to this Scholarship Program, or awarding of the Scholarship Awards, shall be filed only in the state or federal courts located in the State of Washington and Applicant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Scholarship Program, Applicant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Scholarship Program, or awarding of the Scholarship Awards, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Scholarship Program but in no event attorney's fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

**REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION.** Each person who enters this Scholarship Program represents and warrants to Pinnacle Peak Recovery as follows: (i) the Application, including the written response submission and linked images, is the Applicant's own original, previously unpublished, and previously unproduced work; (ii) the written response submission is wholly original with Applicant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the written response submission neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; (iv) 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 Pinnacle Peak Recovery 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.

**FURTHER DOCUMENTATION:** Except where prohibited, potential Scholarship Award Recipients (or their parents or legal guardians if they are minors at the time of application) will be required to complete and return an Affidavit of Eligibility, Publicity/Liability Release and verification of enrollment within seven (7) days of notification or the Applicant with the Application with the next highest score will become an alternate potential Scholarship Award Recipient. If notification to a potential Scholarship Award Recipient is returned as undeliverable, the Applicant with the Application with the next highest score may become an alternate potential Scholarship Award Recipient immediately.

**NO OBLIGATION TO USE.** Pinnacle Peak Recovery shall have no obligation (express or implied) to use any winning Application, or to otherwise exploit a winning Application or continue the development, production, distribution or exploitation thereof, and Pinnacle Peak Recovery may at any time abandon the use of the winning Application for any reason, with or without legal justification or excuse, and the Scholarship Award Recipients shall not be entitled to any damages or other relief by reason thereof.

**IMPORTANT. PLEASE READ – GENERAL RELEASE AND LIMITATIONS ON LIABILITY:** By entering the Scholarship Program, each Applicant acknowledges and agrees that Pinnacle Peak Recovery, its related companies, affiliates, and each such company's respective employees, officers, directors and agents are not responsible for any costs, injuries, losses, or damages of any kind arising from or in

connection with: (i) incomplete, lost, late, misdirected or illegible entries or for failure to receive Applications due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, or otherwise, that may limit an Applicant's ability to participate in the Scholarship Program; or (ii) any injury or damage resulting, directly or indirectly, in whole or in part, from participation in the Scholarship Program and/or the use of any Scholarship Award, including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the Applicant's rights of publicity or privacy, or the Applicant's claim that he or she has somehow been defamed or portrayed in a false light. Pinnacle Peak Recovery assumes no responsibility for any damage to an Applicant's computer system which is occasioned by accessing the Website or participating in the Scholarship Program, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information. This scholarship program is subject to all U.S. federal, state and local laws and regulations. Void where prohibited.

Pinnacle Peak Recovery's RIGHT TO MODIFY, SUSPEND OR TERMINATE. In the event Pinnacle Peak Recovery is prevented from continuing with the Scholarship Program by any event beyond its reasonable control, then Pinnacle Peak Recovery shall have the right in its sole discretion to modify, suspend, or terminate the Scholarship Program.

GENERAL PROVISIONS. Pinnacle Peak Recovery reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the application process or the operation of the Scholarship Program or the Website, to be acting in violation of these Official Rules, to be submitting responses dishonestly or inaccurately, or to be acting in an unsportsmanlike or disruptive manner. In the event of a dispute as to the identity of any entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. The authorized account holder is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. If an Application is confirmed by Pinnacle Peak Recovery to have been erroneously deleted, lost or destroyed, the entrant's sole remedy shall be another Application, if time permits. Pinnacle Peak Recovery's failure to enforce any term of these Official Rules shall not constitute a waiver of that or of any other provision.

LIST OF SCHOLARSHIP AWARD RECIPIENTS: The names of the Scholarship Award Recipients of this Scholarship Program will be posted on the Pinnacle Peak Recovery Website.