

**\$2,000 NITRO SCHOLARSHIP SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**SWEEPSTAKES ENTRY PERIOD:** The **\$2,000 Nitro Scholarship Sweepstakes** (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") Saturday, January 01, 2022 and ends at 11:59:59 PM ET on Saturday, December 31, 2022 (the "Sweepstakes Period"). Sponsor's computer is the official clock for this Sweepstakes.

**ELIGIBILITY:** The \$2,000 Nitro Scholarship Sweepstakes is only open to legal residents of the 50 United States, the District of Columbia and any US Territory age 17 or older at the time of entry, and who meet one (1) of the five (5) following eligibility requirements at the time of entry: 1) a parent who currently has a child enrolled in an accredited college or university located within the United States; 2) a student who is currently enrolled in an accredited college or university located within the United States; 3) a parent who currently has a child enrolled as a high school senior located within the United States; 4) a student who is currently enrolled as a high school senior located with the United States; 5) a student or a parent whose child has graduated from an accredited undergraduate school (a "School) and who is currently paying back a student or parent loan for his/her/child's educational expenses for such School. ("Entrant"). Void outside the U.S. and the US Territories and wherever prohibited by law. Employees of SLM Nitro College, LLC (the "Sponsor") and its parents, members, affiliates, subsidiaries and agencies, and their immediate family members (spouse, parents, children and siblings, and their respective spouses) and persons living in the household of each are not eligible to participate. All federal, state and local laws and regulations apply.

**ENTRY:** There are two (2) ways to enter.

**Method #1:** Online Application: Visit <https://www.nitrocollege.com/nitro-scholarship-application>, and follow all entry instructions to complete the application and submit to receive one (1) entry into the Sweepstakes (the "Entry"). **Entries must be received between Saturday, January 01, 2022 at 12:00:01 AM ET and Saturday, December 31, 2022 at 11:59:59 PM ET.** Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy.

**Method #2:** AMOE (Alternate Means of Entry) - To enter the Sweepstakes without completing an application, hand print your name, complete address, city, state, zip code, daytime phone number, and birth date on a 3" x 5" card and mail it to: \$2,000 Nitro Scholarship Sweepstakes Entry, PO Box 728, Social Circle, GA 30025-728. Mailed entries must be postmarked by the Entry Period End Date and received by the date indicated in the chart below, to be eligible for that Entry Period's drawing. Each mail-in entry must be mailed in a separate outer envelope. No copies, facsimiles or mechanical reproductions will be accepted. Limit one (1) mail-in entry per post-marked envelope. Partially completed and/or mechanically reproduced entries or rubber-stamped entries will be void and ineligible. All entries received become the sole property of Sponsor and will not be returned. Sponsor will not be responsible for illegible, late, lost, mutilated, misdirected, postage due or stolen manual entries.

All methods of entry have an equal chance of winning. Limit: One (1) Entry per person or per email address per Entry Period.

**ENTRY PERIODS:** There are twelve (12) Entry Periods as defined in the chart below (“Entry Period”). **Entries must be received during the Entry Period to be eligible for that Entry Period drawing. Non-winning Entry Period entries will not be rolled over to subsequent Entry Periods.**

Entry Period	Entry Period Start Date: 12:00:01 AM CT on	Entry Period End Date: 11:59:59 PM CT	Mail-In Entry Received By Date:	Survey Period Drawing Date: on or about
1	01/01/22	01/31/22	02/07/22	02/10/22
2	02/01/22	02/28/22	03/07/22	03/10/22
3	03/01/22	03/31/22	04/07/22	04/11/22
4	04/01/22	04/30/22	05/07/22	05/10/22
5	05/01/22	05/31/22	06/07/22	06/10/22
6	06/01/22	06/30/22	07/07/22	07/11/22
7	07/01/22	07/31/22	08/08/22	08/10/22
8	08/01/22	08/31/22	09/07/22	09/12/22
9	09/01/22	09/30/22	10/07/22	10/10/22
10	10/01/22	10/31/22	11/07/22	11/10/22
11	11/01/22	11/30/22	12/07/22	12/12/22
12	12/01/22	12/31/22	01/07/23	01/10/23

**RANDOM DRAWING:** One (1) winner will be selected for each Entry Period during the Sweepstakes Period in a random drawing from among all eligible entries received for that Entry Period. The drawing for each Entry Period will be held based on the chart above. The drawings will be performed by an independent sweepstakes agency (“Administrator”), whose decisions are final and binding in all matters related to this Sweepstakes.

**WINNER NOTIFICATION & VERIFICATION:** Potential Grand Prize winner will be notified via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. The Winner will also be required to submit proof of their child’s current enrollment in an accredited college or university located within the United States before prize is awarded. Noncompliance will result in disqualification and an alternate winner may be selected. The prize will be awarded within approximately 45 days after the winner is verified.

The Grand Prize winner will also be required to provide his/her social media handles as requested by Sponsor and to submit to a background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Sweepstakes will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sweepstakes or Sponsor, as determined by Sponsor in its sole discretion. Sponsor reserves the right to disqualify a potential winner on the basis of the findings resulting from such background check or if a potential winner fails to properly authorize and/or provide the required information in connection with such background check.

If Releases are returned as undeliverable or if the selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and an

alternate winner may be selected in a separate random drawing.

**PRIZE/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:** There will be twelve (12) Grand Prizes available to be won. Each Entry Period there will be one (1) Grand Prize awarded, which will consist of \$2,000.00, which will be in the form of a check made payable directly to the accredited post-secondary institution of higher education located within the United States attended by the parents child or student or if the Entrant eligibility was based on the 5<sup>th</sup> eligibility requirement, then the check will be made payable to the Entrant (ARV: \$2,000.00 each).

**Total value of all prizes available to be won: \$24,000.00.**

There is a limit of one (1) prize per person/household. Odds of winning a prize will depend upon the total number of Entries received for each Entry Period.

**PRIZE CONDITIONS:** Prizes are non-assignable and non-transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses associated with the receipt and/or use of prize is the winner’s sole responsibility.

The winner is responsible for all federal, state and local taxes, if applicable. Except where prohibited by law, Entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL RULES:** Participating Entrants agree to these Official Rules and the decisions of Administrator and the Sponsor, and release the Sponsor and its affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant’s or any other person’s computer

relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor is not responsible for incompatibility of entrant's hardware, software or browser technology.

In the event of a dispute over the identity of an online Entrant, Entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any Entrant or potential winner to provide Sponsor with proof that such party is the authorized account holder of the wireless phone associated with the Entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (ii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winners from among all eligible entries received prior to withdrawal.

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**DISPUTES:** Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of Delaware. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of Delaware without giving effect to any choice of law or conflict of law rules (whether of the State of Delaware or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Delaware. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND

ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

**PRIVACY:** By entering and providing the required entry information, Entrants acknowledge that the Sponsor may also send information, samples or special offers it believes may be of interest to Entrant, or other information or goods offered by its marketing partners. Personal information collected from online Entrants is subject to the Privacy Policies, which can be found at <https://www.nitrocollege.com/privacy-policy>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, visit <https://www.nitrocollege.com/nitro-scholarship-application> or send a self-addressed, stamped envelope by December 31, 2022, to: \$2,000 Nitro Scholarship Sweepstakes Official Rules Request, , PO Box 654, Social Circle, GA 30025-654.

**WINNER LIST:** For a written confirmation of the winner (available after January 10, 2023) send a stamped, self-addressed envelope (no later than 2/07/23) to: \$2,000 Nitro Scholarship Winner Confirmation Request, PO Box 654, Social Circle, GA 30025-654.

**ADMINISTRATOR:** The US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625.

**SPONSOR** SLM Nitro College, LLC, 1105 North Market Street, Wilmington DE 20801.