



Hilarity for Charity
2023 Humans of Dementia Scholarship
Official Rules

DISCLAIMER

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR REGULATION. ENTRANTS UNDER 18 YEARS OF AGE AT THE TIME OF ENTRY MUST HAVE THE PERMISSION OF A PARENT OR GUARDIAN. IF YOU ARE SUBMITTING AN ENTRY, YOU REPRESENT AND WARRANT THAT YOU HAVE OBTAINED THE EXPRESS CONSENT OF ANY PERSON WHO HAS THE NECESSARY MENTAL CAPACITY AND COMPETENCY TO PROVIDE SAID CONSENT AND IS THE SUBJECT OF YOUR SUBMISSION (THE “PROFILEE”), INCLUDING, WITHOUT LIMITATION, THE EXPRESS CONSENT TO UTILIZE THE NAME AND LIKENESS OF THE PROFILEE IN CONNECTION WITH THIS CONTEST AND THE ADVERTISING AND PROMOTION THEREOF. YOU ARE FURTHER REPRESENTING AND WARRANTING THAT THE PROFILEE HAS REVIEWED AND ACCEPTED THESE OFFICIAL CONTEST RULES IN THEIR ENTIRETY AND AGREED TO PARTICIPATE.

You are providing your information to Hilarity for Charity (“HFC”) and the information you provide will only be used in accordance with HFC’s privacy policy. HFC’s privacy policy found at: <https://wearehfc.org/privacy-policy/>

1. **SCHOLARSHIP TIMING:** The HFC 2023 Humans of Dementia Storytelling Scholarship (the “**Scholarship**”) period begins on August 1, 2023 at 12:01:00 a.m. Pacific Standard Time (“**PDT**”) and ends on October 1, 2023 at 11:59:59 p.m. PDT (the “**Entry Period**”). The selection period will begin on October 1, 2023 at 12:01:00 a.m. PDT and will end at or before 11:59:59 p.m. PDT on October 31, 2023 (the “**Selection Period**”). All eligible entries will be evaluated based on the predefined selection criteria described in these official Scholarship rules (these “**Official Scholarship Rules**”) in order to award scholarships (each a “**Scholarship Award**” and, collectively, the “**Scholarship Awards**”) to the six (6) scholarship recipients (each a “**Scholarship Award Recipient**” and, collectively, the “**Scholarship Award Recipients**”). The Scholarship Award Recipients will be announced on or about November 15, 2023. By participating in the Scholarship, entrants in the Scholarship (each an “**Entrant**” or “**you**”) unconditionally accepts and agrees to comply with and abide by these Official Scholarship Rules and the decisions of HFC, located for notice at www.wearehfc.org/humansofdementia

2. **LIMITATION ON LIABILITY:** By making a submission described elsewhere herein (a “**Submission**” or “**entry**”), you hereby release HFC and all of its affiliated entities and all of its and their respective parents, subsidiaries or otherwise affiliated entities, including but not limited to HFC’s respective shareholders, officers, directors, members, managers, employees, agents, attorneys or other representatives and their respective successors and assigns (collectively, the “**Released Parties**”), each of HFC’s advertising and promotion agencies, and any and all other companies associated with the Scholarship (collectively, the “**Promotion Entities**”), and **4-6 judges selected by HFC from various fields and backgrounds** (the “**Selection Committee**”) from any claims arising from or in any way relating to the Scholarship, including, but not limited to, the following: (i) the subject matter of the Scholarship; (ii) any inability to submit a Scholarship entry; (iii) any defects or deficiencies in a Scholarship entry; (iii) the content or context of any Scholarship entry; (iv) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (v) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (vi) unauthorized human intervention in any part of the entry process or the Scholarship; (vii) electronic or human error which may occur in the administration of the Scholarship or the processing of entries; (viii) any injury or damage to persons or property, including but not limited to Entrant’s computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from Entrant’s participation in the Scholarship; (ix) use or redemption of any prize; (x) the Selection Process (defined below), including the outcome of the Scholarship; and (xi) the inability to redeem or use any Scholarship Award due to Force Majeure (defined below).

- 3. ELIGIBILITY: This Scholarship is NOT open to the general public.** Entrants must be legal residents of the continental United States or Canada. By making a Submission, you specifically represent and warrant that no portion of your Submission shall infringe on the intellectual property, publicity, privacy or any other rights of any other person or entity. The Promotion Entities and each of their respective employees, contractors or other affiliates, and their respective immediate family members and/or people living in the same household, are not eligible to participate in this Scholarship. All eligibility is subject to all federal, state and local laws and regulations. No incomplete, forged, software-generated or other automated entry will be accepted. HFC's database clock, which is set according to PDT, will be the timekeeper for this Scholarship. This Scholarship is and shall be void where prohibited by law.

Scholarship Award Recipients must be (1) primary or secondary/high school students, (2) undergraduate or graduate students at a college or university who are pursuing studies or conducting research to meet the requirements for an academic or professional degree or (3) students – whether full-time or part-time –at an educational institution that provides an educational program acceptable for full credit toward a bachelor's or higher degree, or offers a training program to prepare students for gainful employment in a recognized occupation, and is authorized under federal or state law to provide such a program and accredited by a national recognized accreditation agency. Scholarship Awards may be used in furtherance of educational, creative, or other personal endeavors. HFC reserves the right to impose additional reasonable restrictions and/or requirements upon the awarding of Scholarship Awards and the administration of such awards. Any material changes will be made only with approval of HFC.

- 4. HOW TO ENTER: You may enter this Scholarship by submitting your story at <https://humansofdementia.submittable.com/submit/90d5057b-05db-4551-823d-10cf4989d9e4/2023-humans-of-dementia-storytelling-scholarship>.** No matter which form of entry you select:

- I.** You must obtain express consent from any applicable Profilee to submit an entry hereunder, including the use of the Profilee's name and likeness in connection herewith, and your Profilee must agree to these Official Scholarship Rules. **IF YOU HAVE NOT OBTAINED ALL NECESSARY PROFILEES' CONSENTS, AND/OR ALL NECESSARY PROFILEES DO NOT AGREE TO THESE OFFICIAL SCHOLARSHIP RULES, YOU ARE NOT AUTHORIZED TO SUBMIT ANY SCHOLARSHIP ENTRY.** Any such entry submitted without first obtaining the consents described above shall not constitute a valid entry and shall not be eligible for a Scholarship Award.
- II.** There is a limit of one (1) entry per category, per person during the Entry Period, no matter which form of entry you select.

**There is only one (1) way to enter into consideration for this Scholarship, as follows:
submit your application materials to**

<https://humansofdementia.submittable.com/submit/90d5057b-05db-4551-823d-10cf4989d9e4/2023-humans-of-dementia-storytelling-scholarship>

- III.** All entries are subject to verification and approval by HFC. Entries that do not meet the requirements specified above and below or otherwise do not comply with these Official Scholarship Rules may be disqualified. Any attempted form of entry other than as described herein is void. HFC will determine in its sole discretion what constitutes a valid entry.

HFC reserves the right to cancel or modify the Scholarship if fraud or technical failures impair the integrity of the Scholarship, as determined by HFC in its sole discretion, and to award the prizes based on eligible entries received prior to the cancellation.

If you opt to access the Scholarship via your wireless mobile device (only available via participating wireless carriers), data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Scholarship. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. HFC is not responsible for any charges. This Scholarship is not sponsored or endorsed by Twitter, Instagram, or Facebook, or any other third-party platform through which Entrants may enter the Scholarship.

- IV. Prohibited Content.** Submissions must be the original work of the Entrant and not violate the rights of any other party, including but not limited to intellectual property rights or rights of privacy or publicity.

Submissions may not contain prohibited content, as determined by HFC in its sole discretion, including, without limitation, any content which:

- (a) is sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic or contains nudity;
- (b) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), promotes any activities that may appear unsafe or dangerous or promotes any particular political agenda or message;
- (c) is obscene or offensive or endorses any form of hate or hate group or otherwise

defames, misrepresents or contains disparaging remarks about other people or entities;

- (d) contains any personal identification or e-mail addresses;
- (e) communicates messages or images inconsistent with the positive images and/or goodwill to which we wish to associate;
- (f) infringes the rights of any third party or otherwise appears to duplicate any other Submission;
- (g) violates any law; and/or
- (h) is otherwise offensive or contrary to the letter or spirit of the Scholarship, as determined by HFC in its sole discretion.

V. License. By submitting a Submission, you hereby grant HFC and the participating partners of the Scholarship, if any, a perpetual, worldwide, irrevocable, royalty-free, fully paid-up, transferable, sub-licensable, unrestricted right and license to transform, edit, modify, reproduce, distribute, transmit, publish, broadcast, perform, display, or otherwise use your Submission and any other materials you submit, with or without modifications, in any form or medium whether now existing or later developed.

VI. Entrant's and Profilee's Representations. By entering the Submission in the Scholarship, you represent and warrant that: (i) the Submission is the Entrant's original work product; (ii) the photograph(s) submitted by the Entrant were actually taken by Entrant or Entrant otherwise owns or has a license to the underlying copyright; (iii) Entrant's entry and Submission does not infringe the rights of any third party in any manner; and (iv) Entrant has obtained Profilee's express consent to Entrant's Scholarship entry and these Official Scholarship Rules, and that Profilee has expressly agreed to abide by and be bound by these Official Scholarship Rules. Each Entrant is responsible for securing express permission from its respective Profilee to participate in this Scholarship. HFC retains the right to disqualify all entries that do not comply.

VII. Entry Notes. Each Entrant will be able to review his or her entry prior to Submission, but once any photograph and/or caption is submitted, Entrant cannot access/revise such entry in any way. Entries made on another's behalf by any individuals or other entities, will be declared invalid and disqualified from this Scholarship. Tampering with the entry process or the operation of the Scholarship is prohibited and any entries deemed by HFC, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to HFC's satisfaction, the affected entry will be deemed ineligible. By entering, all participants, Entrants, and/or Profilees release HFC and each judge, administrator, and all Released Parties, from and against all claims and damages arising out of or in connection with each Entrant's and/or Profilee's participation and/or entry in

the Scholarship and/or each Entrant's receipt or use of the prize awarded in this Scholarship.

HFC is not responsible for any technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone line failures, or failure of any electronic mail entry to be received by HFC on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to website entries, including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in this Scholarship.

5. SELECTION PROCESS: All Scholarship Award Recipients will be selected by the Selection Committee (the "Selection Process"), solely in the Selection Committee's discretion, based on the following criteria:

I. Written Submissions are considered across the following criteria:

- i. **Dignity and Depth:** the writer dignifies the subject of their written Submission and portrays them with depth and nuance. The writer articulates the unique essence of the subject of their written Submission and avoids over-generalizations.
- ii. **Strength of Narrative:** the writer weaves together a compelling life story that flows naturally, and goes far beyond creating a chronological list of events and facts about the subject of their written Submission's life. The writer thought hard about how to tie together the story.
- iii. **Detail and Research:** the story is full of strong anecdotes, covers several meaningful events in the subject of their written Submission's life with detail and it is clear the writer did a thorough interview and/or follow-up research.
- iv. **Creativity:** the writer takes a unique and creative approach to telling subject of their written Submission's life story that enriches the quality of the essay.
- v. **Syntax and Grammar:** smooth sentences, few typos, and limited grammatical errors, if any. The writer carefully edited for clarity and correctness.

II. Photo Submissions are considered across the following criteria:

- i. **Dignity and Depth:** portrays the subject of their photo Submission with depth and dignity, and captures the unique essence of the subject of their photo Submission and avoids generalizations.
- ii. **Detail and Research:** strives to include a strong image of what dementia looks like, cover meaningful moments in subject of their photo Submission's life, and includes people if relevant to their story.

- iii. **Creativity:** brings a unique and creative approach to capturing the subject of their photo Submission's life.
- iv. **Technicality:** shows us their technical knowledge with a point of view and technical composition.
- v. **Syntax and Grammar:** carefully edited their captions and proposal for clarity and correctness and avoids typos and grammatical errors.

6. SCHOLARSHIP AWARDS:

I. Three (3) Awards for College Students (three prizes for the written category):

Each prize includes a \$1,500.00 cash prize and exclusive access to virtual awards reception.

II. Three (3) Awards for College Students (three prizes for the photo category):

Each prize includes a \$1,500.00 cash prize and exclusive access to virtual awards reception.

III. Three (3) Awards for High School Students (three prizes for the written category):

Each prize includes a \$1,500.00 cash prize and exclusive access to virtual awards reception.

IV. Three (3) Awards for High School Students (three prizes for the written category):

Each prize includes a \$1,500.00 cash prize and exclusive access to virtual awards reception.

V. Limit: One (1) prize per person per category.

- (a) Scholarship Award Recipients shall be responsible for any and all applicable fees, service charges, surcharges, federal, state, and local taxes, if any, and any other unspecified expenses associated with acceptance or use of any prize.
- (b) Scholarship Award Recipients whose prizes are returned or who fail to respond within the applicable time period (as described below in Section 6), or who otherwise fail to comply with these Official Scholarship Rules, forfeit their prize, which HFC may award to the next entry with the greatest score as determined by the Selection Committee.
- (c) HFC and HFC's representatives reserve the right to entirely revoke or deny portions of any prize to a Scholarship Award Recipient who engages in behavior intended to annoy, abuse, threaten or harass any other person without providing such

Scholarship Award Recipients any further compensation.

- (d) If due to a display, printing, production or other error, more prizes are claimed than are intended to be awarded for any prize level per the above, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded.

7. **WINNER SELECTION AND NOTIFICATION**: Scholarship Award Recipients will be selected and notified on or about November 15, 2023. Conduct of the Scholarship is under the supervision of HFC. Scholarship Award Recipients will be notified via email, mail or phone. Scholarship Award Recipients will be required to reply confirming their e-mail address, full mailing address and phone number within seventy-two (72) hours of the prize notification date. Grand Scholarship Award Recipients may (as determined by HFC) be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, within seven (7) days of attempted notification or their prize may be forfeited. Scholarship Award Recipients may also be subject to a background check. Once eligibility has been verified and HFC receives a Scholarship Award Recipient's requested information, HFC will arrange to award the Scholarship. Scholarship Award Recipients must reply with all required information in order to receive their prize.
8. **AFFIDAVIT**: Upon HFC's request, the Scholarship winner must be prepared to provide (within three (3) business days after receipt of HFC's request) an affidavit, in a form supplied by HFC and subject to verification by HFC and its agents, attesting: (i) to the Entrant's eligibility for the Scholarship; (ii) to the truth of the representations and warranties set forth above; and (iii) that no third party holds rights in or to the Submission that would conflict with the rights granted by Entrant to HFC in these Official Scholarship Rules. Failure to timely provide such affidavit or provision of false or inaccurate information therein will result in disqualification from the Scholarship and result in selection of an alternate winner. For the purposes of these Official Scholarship Rules, the Entrant will be deemed to be in receipt of HFC's request or notification, (a) in the event that HFC sends the request by postal mail, three (3) business days after the request was sent by HFC, or (b) in the event that HFC sends the request by email, on the day that the email was sent by HFC.
9. **PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS**: Acceptance of any Scholarship Award constitutes permission from Scholarship Award Recipient and any applicable respective Profilees (each a "**Winning Profilee**") for the Promotion Entities to use Scholarship Award Recipient's and Winning Profilee's entry materials, name, photograph, likeness, voice, biographical information, statements and complete address (collectively, the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases the Promotion Entities from all claims arising out of the use of such Attributes.

By submitting a Submission, you hereby grant HFC and its agents the right to record, copy, publish, use, edit, exhibit, distribute, perform, merchandise, license, sublicense, adapt and/or modify such Submission in any way, in any and all media, without limitation and without any compensation to you or the Profilee. By submitting a Submission, you (on behalf of yourself and the Profilee) irrevocably assign and transfer to HFC any and all rights, title and interest in such Submission, including, without limitation, all copyright rights in such Submission.

Please consult the privacy policy of Instagram, Facebook, and Twitter and review each website's individual privacy policy. HFC's website privacy policy can be found at [<https://wearehfc.org/privacy-policy/>]. HFC complies with the privacy laws and regulations of the United States of America, and makes no representations regarding the laws of other nations or any particular jurisdiction.

HFC does not knowingly collect personal information from children in connection with the Scholarship, as the Scholarship is open to Entrants under the age of 18 with the consent of a parent or guardian.

- 10. DISQUALIFICATION:** HFC reserves the right in its sole discretion to disqualify any individual who is found to have tampered with the entry process or the operation of the Scholarship, to be acting in violation of these Official Scholarship Rules, or with the intent to disrupt or undermine the legitimate operation of the Scholarship, or to disparage, annoy, abuse, threaten or harass any other person, and HFC reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

- 11. CONDITIONS:** Certain restrictions may apply. Entries void if HFC determines the Submission is not original or unpublished, the Entrant has failed to meet the entry criteria, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft, or are submitted without the express consent of any applicable Profilees.

All federal, state/provincial/territorial, and local taxes, fees and surcharges and taxes (whether foreign or domestic) on prizes are the sole responsibility of the Scholarship Award Recipients. In the event that the selected winner(s) of any prize is ineligible, cannot be traced or fails to respond to a winner notification as required by these Official Scholarship Rules, or refuses the prize, the prize will be forfeited and HFC, in its sole discretion, may choose whether to award the prize to another Entrant.

HFC reserves the right to verify the validity and originality of any entry and/or Entrant (including an Entrant's identity and address) and to disqualify any Entrant who submits an entry that is not in accordance with these Official Scholarship Rules or who tampers with the entry process. Failure by HFC to enforce any of its rights at any stage does not constitute a waiver of those rights.

- 12. FORCE MAJURE:** In the event that an insufficient number of eligible entries are received and/or HFC is prevented from awarding the prize or continuing with the Scholarship as contemplated herein by any event beyond HFC's control, including but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. COVID-19, SARS or Ebola), order of any court or jurisdiction, or other cause not reasonably within HFC's control (each a "**Force Majeure**" event or occurrence), then HFC shall have the right to modify, suspend, or terminate the Scholarship. If the Scholarship is terminated before the end of the Selection Period, HFC reserves the right to evaluate all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such judging shall be each Entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prize described in these Official Scholarship Rules will be awarded.
- 13. RIGHT TO CANCEL OR SUSPEND CONTEST:** If for any reason the Scholarship is not capable of running as planned, due to causes beyond the control of HFC that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Scholarship, HFC reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Scholarship. If HFC elects to cancel or terminate the Scholarship, HFC will not retain any rights in the submitted Submissions, and will return the fees submitted with each entry.
- 14. DISPUTES:** Except where prohibited by law, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Scholarship or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state of California without regard its conflict of laws principles with venue in Los Angeles County, California, and all claims must be resolved in the courts of California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Scholarship, but in no event attorneys' fees; and (3) unless otherwise prohibited, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives (i) all rights to claim, indirect, punitive, incidental and consequential damages, or any other damages other than actual out-of-pocket expenses, and (ii) any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Scholarship Rules, or the rights and obligations of the Entrant and HFC in connection with the Scholarship shall be governed by, and construed in accordance with, the laws of the state of California, without giving effect to any choice of law or conflict of law rules (whether of the state of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of California.

15. MISCELLANEOUS: The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

WINNERS LIST: To obtain the name of the winners, visit <https://wearehfc.org/humansofdementia/> or send a self-addressed stamped envelope to:

HFC 2023 Humans of Dementia Storytelling Scholarship Winner, 9301 Wilshire Boulevard, Suite 516, Beverly Hills, CA 90210. All such requests must be received by December 31, 2023.