

Hostgator Scholarship Program

Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility

- a. The Hostgator Scholarship Program (the "Scholarship Program") is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are eighteen (18) years or older at the time of entry. Void where prohibited by law. Employees of Hostgator.com LLC. ("Hostgator" or "Sponsor") or any of its respective affiliates, subsidiaries, parent companies, or their subsidiaries, advertising agencies, or any other company or individual involved with the design, production, execution or distribution of the Scholarship Program and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Scholarship Program is subject to all applicable federal, state and local laws and regulations. Participation constitutes Applicant's full and unconditional agreement to these official rules ("Official Rules") and Sponsor's decisions, which are final and binding in all matters related to the Scholarship Program. Winning the Scholarship Program is contingent upon fulfilling all requirements set forth in these Official Rules.
- b. Applicants must be enrolled in an associate's degree, bachelor's degree or graduate level program at an accredited 2-year college or 4-year college or university for the 2016-2017 school year.
- c. LIMIT ONE ENTRY PER APPLICANT

2. **Sponsor:** Hostgator Inc., 2500 Ridgepoint Drive, Austin, TX 78754

3. Timing: Sponsor's computer is the official timekeeping device for this Scholarship Program.

- a. Scholarship essay entries will be accepted from May 27, 2016 at 12:00 a.m. Central Time ("CT") through November 30, 2016 at 11:59 p.m. CT (the "Entry Period")
- b. The judging period will be from May 27, 2016 at 12:00 a.m. Central Time ("CT") through December 9, 2016 at 11:59 p.m. CT (the "Judging Period").
- c. Winner declaration will take place on or about December 14, 2016.
- d. The scholarship winners will be contacted via email or phone on or about December 14, 2016.

4. The Scholarship Program

- a. In order to enter the Scholarship Program, a student must complete and submit his/her online essay via scholarship@hostgator.com, along with his/her first and last name, phone number, address, college/university attending, expected year of graduation, and intended major or area of study.
- b. Three individual students will be selected to receive a \$1,500 scholarship based on their winning essays in response to the following question: **"What is the biggest tech challenge facing small businesses today, and what is your proposed solution?"** (the "Scholarship Questions")

5. JUDGING:

- a. All eligible entries received during the Entry Period will be reviewed by HostGator employees. The entries will be judged on the following criteria:
 - i. Overall quality of essay (content, writing and grammar)
 - ii. Scope and depth of the essay and response to the Scholarship Questions

iii. Thought leadership

iv. Creativity and originality of the response .

b. Finalists will be selected on or about December 9, 2016.

6. Scholarship Notification On or about December 9, 2016 through December 14, 2016 (the "Notification Period"), the Sponsor will attempt to notify Scholarship winners via the email or telephone number provided in the original entry submission.

7. SPONSOR'S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE SCHOLARSHIP PROGRAM AND THE SELECTION OF POTENTIAL SCHOLARSHIP PROGRAM WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SCHOLARSHIP PROGRAM.

8. Verification of Potential Scholarship Winners

Potential winners must continue to comply with these Official Rules and winning is contingent upon fulfilling all requirements. The potential winners will be required to sign and return to Sponsor within five (5) days of the date notice is sent: (i) an affidavit of eligibility and liability/ publicity release (the "Affidavit"), except where prohibited, and (ii) a completed IRS Form W-9 ("W-9") in order to claim the scholarship prize, (the "Scholarship"). If a potential winner of the Scholarship cannot be contacted, fails to sign and return the Affidavit (if applicable) or the W-9 within the required time period, or if the Scholarship or Scholarship notification is returned as undeliverable, the potential winner forfeits the Scholarship. In the event that a potential Scholarship winner is disqualified for any reason, Sponsor may award the Scholarship to an alternate winner based on the judging criteria.

9. Scholarship Prizes All monetary awards must be applied to cover winners' college, university or vocational school tuition and education-related expenses, such as room and board or books and supplies.

- i. Under no circumstances should monies awarded to winners be used toward non-educational expenses.
- b. The Scholarships are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed Scholarship for one of equal or greater value for any reason. Winners are responsible for all taxes and fees associated with Scholarship receipt and/or use. Odds of winning the Scholarship depends on the number of participating Applicants.

10. Entry Conditions and Release

By entering the Scholarship Program, each Applicant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Scholarship Program; (b) release and hold harmless the Sponsor and its parents, subsidiaries, and affiliated companies, the Scholarship suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Scholarship Program and all of their respective past, present and future officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Scholarship Program, acceptance or use or misuse of a Scholarship (including any travel or activity related thereto) and/or the broadcast, exploitation or use of an entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating

to a Applicant's participation in the Scholarship Program and/or acceptance, use or misuse of a Scholarship.

11. Representations and Warranties

By entering the Scholarship Program, each Applicant represents and warrants his/her essay is a) the Applicant's own original work, and b) does not infringe on any third party's copyright or other intellectual property or proprietary rights. Each Applicant hereby agrees to indemnify, defend, and hold the Promotion Entities 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 representations or warranties made by the Applicant hereunder.

12. Publicity

Except where prohibited, participation in the Scholarship Program constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. By submitting an entry to this competition, you agree that all essay and content submissions will become the property of HostGator and may be used in marketing materials, reposted or displayed online in whole or partial form without notification or further consent.

13. General Conditions

Sponsor reserves the right to cancel, suspend and/or modify the Scholarship Program, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Scholarship Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Scholarship Program or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Scholarship Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any

such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

14. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether or not caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Scholarship Program; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Scholarship Program; (d) technical or human error which may occur in the administration of the Scholarship Program or the processing of entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Scholarship Program or receipt or use or misuse of the Scholarship. If for any reason an Applicant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Applicant's sole remedy is another entry in the Scholarship Program. No more than the stated number of Scholarships will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of Scholarships as set forth in these rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Scholarships by a random drawing among all legitimate, unawarded, eligible Scholarship claims. It is solely the Applicant's responsibility to keep a backup copy of his/her submission.

15. Disputes

Applicant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Scholarship Program, or any Scholarship awarded shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Scholarship Program, or any Scholarships awarded, shall be resolved exclusively by the appropriate court located in the Commonwealth of Massachusetts; (c) any and all claims, judgments and awards shall be limited to actual and reasonable out-of-pocket costs incurred, including costs associated with entering this Scholarship Program, but in no event attorneys' fees; and (d) under no circumstances will

Applicant be permitted to obtain awards for, and Applicant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual and reasonable 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Applicant and Sponsor in connection with the Scholarship Program, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

16. Entrant's Personal Information

Information collected from Applicants is subject to the Sponsor's Privacy Policy.

17. Scholarship Program Results

For Scholarship Program results send a hand-printed, self-addressed, stamped envelope to Winners List -- Hostgator Marketing Scholarship Program Results to 2500 Ridgepoint Drive, Austin, TX 78754. Requests for the winner must be received by January 31, 2017.