

HostGator - Education Scholarship Contest

Official Rules

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

1. Sponsor

Hostgator.com LLC, 2500 Ridgepoint Drive Ste C, Austin, TX 78754 (“Sponsor”)

2. Eligibility

The HostGator Education Scholarship Contest (the “Contest”) is open only to students currently enrolled in a higher education facility that are legal residents of the fifty (50) United States (and the District of Columbia) who are at least eighteen (18) years old at the time of entry. The Contest is void where prohibited. Proof of residency, age, college or university attending, intended major or area of study, expected year of graduation and enrollment status may be required. Employees of Sponsor and each of its respective parent companies, subsidiaries, and affiliates and each of their Immediate Family Members (as defined below) and Household Members (as defined below) are not eligible to enter or win. “Immediate Family Members” shall mean parents, stepparents, children, stepchildren, siblings, step-siblings, or spouses, regardless of where they live. “Household Members” shall mean people who share the same residence at least three (3) months a year, whether related or not. To enter the Contest or receive a prize, you must fully comply with these Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of Sponsor, which shall be binding and final in all respects relating to this Contest.

3. Timing

The Contest begins on May 21, 2018 at 12:00 a.m. Central Time (“CT”) and ends on August 30, 2018 at 11:59 p.m. CT, (the “Contest Entry Period”). Sponsor’s computer is the official timekeeper for this Contest. The judging period will be from August 30, 2018 at 12:00 a.m. CT through September 10, 2018 at 11:59 p.m. CT. Winner declaration will take place on or about September 10, 2018. The scholarship winners will be contacted via email or phone on or about September 10, 2018.

The Contest is governed by these Official Rules and is subject to all applicable federal, state and local laws.

4. How to Enter

In order to enter the Scholarship Contest, a student must write an essay (300-500 words) in response to the following question: **“In what industry or area do you see technology making the largest impact in the next 10 years?”**

and submit it via hgscholarship@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 (each an “Entry” and collectively, the “Entries”).

Limit one (i) Entry per person. Any attempt by you to obtain more than the stated number of entries by using multiple/different identities, registrations and logins, or any other methods will be void and you and your entries will be disqualified. Use of any automated system to enter is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, all of which will be ineligible to win a prize. In the event of a dispute as to any entrant, the Authorized Account Holder (as defined below) of email account 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. Potential Winners of the prizes may be required to show proof of being the Authorized Account Holder to be awarded the prize. All entries become the sole and exclusive property of Sponsor and will not be returned or cancelled.

5. Grant of Rights

By entering the Contest you grant to Sponsor, the worldwide, irrevocable and unrestricted right and license to publish, use, or promote your Entry on the internet. For the avoidance of doubt, you retain all intellectual property rights to your essay.

6. Representations and Warranties

Each person who enters this Contest represents and warrants as follows: (i) the

Entry content is wholly original to entrant; (ii) the Entry does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity; and (v) the Entry does not and will not violate any applicable laws, and is not and will not be considered defamatory or libelous.

7. Judging Criteria

All eligible entries received during the Contest Entry Period will be reviewed by HostGator employees. The Entries will be judged on the following criteria:

- i. Overall quality (content, writing, and grammar)
- ii. Scope and depth of the response to the question posed
- iii. Creativity and originality

8. Winner Determination and Notification

On or about September 10, 2018, Sponsor will select three (3) winners (each, a "Winner") from all valid entries received during the Contest Entry Period. The potential Winners will be notified via the email or telephone number provided in Entry and may be awarded prizes subject to verification of eligibility and compliance with the terms of these Official Rules.

Failure by a potential Contest Winner to respond to the initial verification within five (5) days of notification, or the time period stated in the notification, will result in disqualification and Sponsor will select an alternate potential Winner in the same manner. Odds of winning a prize depend on the number of eligible entries received during the Contest Entry Period.

9. POTENTIAL CONTEST WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE POTENTIAL CONTEST WINNERS AND OTHER MATTERS RELATED TO THE CONTEST.

10. Verification of Potential Contest Winners

Potential Contest Winners may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law)

(collectively, the “Affidavit”) by the date specified by Sponsor, or an alternate potential Winner may be selected. In the event that potential Winner: (a) cannot be reached for whatever reason after a reasonable effort has been exerted or the potential Winner notification or Affidavit is returned as undeliverable; (b) declines or cannot accept, receive or use the prize for any reason; (c) does not comply with timing requirements to respond to the initial verification in the required time period, (d) is found to be ineligible to enter the Contest or receive the prize, (e) cannot or does not comply with the Official Rules, or (f) fails to fulfill the Affidavit-related obligations, the potential Winner shall be disqualified from the Contest and alternate potential Winner may be selected, at Sponsor’s sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of an alternate potential Winner, if any.

11. Prizes

Three (3) prize Winners will be selected and each awarded a one thousand five hundred dollar (\$1,500) scholarship (the “Prize”). No cash equivalent will be provided for any Prize. Prizes are non-transferable and no substitution will be made except as provided herein at Sponsor’s sole discretion. Winners agree to accept the Prize “as is”, and entrants hereby acknowledge that Sponsor has neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prizes, including express warranties (if any) provided exclusively by a Prize supplier that are sent along with the Prize. Sponsor reserves the right to substitute the listed prizes for one of equal or greater value for any reason. Winners are responsible for all taxes and fees associated with Prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winners. Winners may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). Prizes will be awarded only if potential prize Winners fully comply with these Official Rules.

12. Entry Conditions and Release

By submitting an Entry or otherwise participating in this Contest you understand and hereby agree to: (i) comply with and be bound by these Official Rules and the decisions of Sponsor which are binding and final in all matters relating to this Contest; (ii) defend, indemnify, release and hold harmless the Sponsor, and its

respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present 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/or 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) the Contest or any information provided by you in connection with the Contest, including but not limited to any Contest-related activity or element thereof, the receipt of marketing messages, participation or inability to participate in the Contest or in any parts thereof, (b) the violation of any third party privacy, personal, publicity or proprietary rights, (c) any change in the prizes (or any components thereof) due to unavailability, or due to reasons beyond the Sponsor's control (d) any interruptions in or postponement, cancellation, or modification of the Contest, (e) human error, (f) incorrect or inaccurate transcription, receipt or transmission of any part of the entry (including, without limitation, the entry information or any parts thereof), and/or (g) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, or any of their agents or employees. Winners acknowledge that all prizes are awarded as-is without warranty of any kind.

13. Publicity

Except where prohibited or restricted by law, Winner's acceptance of a Prize constitutes the Winner's agreement and consent for Sponsor and any of its designees to use and/or publish Winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by Winners regarding the Contest or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or the World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

14. General Conditions

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) Entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) Entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Contest or claiming the prize; (d) telephone, electronic, hardware, software, network, internet or computer malfunctions, failures or difficulties; (e) any inability of the Winners to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Contest or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Contest, or with any website promoting the Contest; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Contest multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. No groups, clubs or organizations may participate in this Contest or reproduce or distribute any portion of these Official Rules or marketing to its members. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Contest, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Contest, including the entire Contest, and/or modify the Contest and/or award the prize from all eligible entries received as of the termination date.

15. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (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 Contest; (d) technical or human error in the administration of the Contest or the processing of registrations; 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 Contest or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest. No more than the stated number of each prize will be awarded.

16. Disputes

As a condition of participation in this Contest, participant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, or the determination of the Winners shall be resolved individually, exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then in effect. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorney's fees or other such related costs of pursuing a claim. The Contest is governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

17. Entrant's Personal Information

Information collected from entrants is subject to the Sponsor's Privacy Policy, which is available at www.HostGator.com/terms/privacy-policy.

18. Contest Results

For Contest results, send a written request addressed to the HostGator Education Scholarship Contest c/o HostGator Inc., 2500 Ridgepoint Drive, Austin, TX 78754. Requests for the Winner's List must be received within sixty (60) days of the end of the Contest Entry Period.