

**TUNNEL TO TOWERS FOUNDATION 9/11 INSTITUTE™**

***RUSSELL F. SILLER MEMORIAL SCHOLARSHIPS***

**"OFFICIAL RULES"**

**IMPORTANT NOTE:** Please read these rules before entering the Russell F. Siller Memorial Scholarships ("Scholarship").

**Recitals.**

- i. The Tunnel to Towers Foundation ("Sponsor") through the Russell F. Siller Memorial Scholarships wishes to provide a Scholarship to entrants per the terms outlined in these Official Rules.
- ii. The purpose of the Scholarship is to award young adults that are the children of accepted Tunnel to Towers Foundation In the Line of Duty Home Program recipients who are first responders, fallen first responders, Gold Star recipients, and members of all branches of the United States military, that are "doing good" and contributing their time and effort to making a difference by spreading awareness to a community-based issue.
- iii. Scholarship entrants are asked to showcase community service to others, by creating a meaningful project/act that is beneficial to spreading awareness to their cause and then creating a clear and concise video of themselves, no longer than five (5) minutes, detailing:
  - What the chosen project/act is and why they chose it;
  - What method(s) they used to spread awareness for their cause and its effectiveness;
  - What impact their endeavor had on others;
  - How this endeavor can be beneficial to them in the future;
  - How this endeavor helped develop them as a leader.

Entrants are asked to focus more on the effort they put into their project and not the overall results of their endeavor. Not everyone has the funding to spend towards helping charities and issues, but everyone has the ability to make an impact towards their chosen community issue by creating awareness.

- iv. No purchase, donation, or payment of any kind is necessary to enter or win.
- v. By clicking the "Submit" button or otherwise participating in the Scholarship, entrants agree to be bound by these Official Rules and represents and warrants that all of the eligibility requirements below are hereby satisfied.

**Operative Provisions**

**1) Interpretation.**

- A. "Official Rules" means the terms and conditions set out in these Official Rules.
- B. In these Official Rules, unless the contrary intention appears:
  - (a) words importing the singular will include the plural (and vice versa) and words denoting a given gender will include all other genders;
  - (b) where a word or phrase is given a particular meaning in these Official Rules, other parts of the speech and grammatical forms of that word or phrase have a corresponding meaning;
  - (c) headings are for convenience only and shall not affect interpretation;
  - (d) a reference to a party, recital, clause, schedule or attachment is a reference to a party, recital, clause, schedule or attachment of these Official Rules; and
  - (e) a reference to any document, addendum, or agreement will be deemed to include a reference to such document, addendum, or agreement as amended, annotated, supplemented, varied or replaced from time to time.

## 2) Scholarship Guidelines.

### A. Eligibility:

- (a) Limit of one (1) entry per person.
- (b) The Scholarship is open only to individuals who, at the time of entry:
  - i. are a legal United State citizen, or are residents of a United States territory
  - ii. are currently a high school junior or senior, or are of home school equivalent;
  - iii. are children of accepted Tunnel to Towers In the Line of Duty Home Program recipients who are first responders, fallen first respondents, Gold Star recipients, and members of all branches of the United States military; and
  - iv. are in possession of a GPA of 3.0 (B) or higher.
- (c) There is no age limit for an individual to submit a Scholarship application.
- (d) Sponsor reserves the right to request documentation of any and all entrant(s) educational and/or scholastic level and/or status to ensure compliance with Section 2(A)(b) of these Official Rules. If requested, examples of said documentation include but are not limited to a letter of attendance from a school's guidance counselor or principal, transcript(s) from said entrant(s) school, or certificate of home school registration from an entrant(s) designated state.
- (e) If Scholarship entrant is below the age of eighteen (18) ("Minor"), then before said entrant may be awarded a prize in connection with the entry, one of the entrants parents or legal guardians must submit a signed, written statement that they have read, understand and agree to these Official Rules, and that such agreement constitutes acceptance of these Official Rules on behalf of the entrant and entrant's parents.
- (f) If Scholarship entrant does not meet any of the requirements outlined in Section 2(A)(b) of these Official Rules, or any other eligibility requirements in these Official Rules, entrant is not eligible to win a Scholarship, and the Sponsor reserves the right not to award a Scholarship to said entrant.
- (g) To be eligible to win a Scholarship, entries must be completed and received by Sponsor to the site Memory Fox.
- (h) Sponsor's directors, officers, staff involved in development and administration of the Scholarship, professional advisors, and immediate families of each are not eligible to win any Scholarship(s).
- (i) Prior Scholarship recipients are not eligible to apply for a second award.
- (j) Sponsor is an equal opportunity organization that is committed to diversity and inclusion in all aspects of its operations. Sponsor prohibits discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or any other protected characteristic as outlined by federal, state, or local laws. This policy applies to all employment, pedagogical and other operational practices within our organization, including scholarships, recruiting, promotion, hiring, termination, layoff, recall, leave of absence, compensation, benefits, training, and apprenticeship. Sponsor makes all such decisions based solely on qualifications, merit, and business needs at the time.

### B. Entry Period:

- (a) Scholarship entries will be received and only received starting on March 19th at 9:00 A.M. (Eastern Standard Time) and ends on March 26th at 11:59 P.M. (Eastern Standard Time) ("Entry Period").
- (b) All Scholarship entries must be received before the end of the Entry Period to be eligible to receive a Scholarship.

### C. How to Enter:

- (a) To enter, Scholarship entrants must, during the Entry Period, visit: [T2T.org/9-11-Institute/Russell-F-Siller-Memorial-Scholarships](https://T2T.org/9-11-Institute/Russell-F-Siller-Memorial-Scholarships) to complete the online entry form, and submit one (1) five (5) minute long video describing what is outlined in Section 2(D) of these Official Rules.

- (b) Collaborative or group projects/works will not be accepted and all requested information must be provided for your entry to be valid.
- (c) No video received by postal mail, facsimile, hand delivery, or other means not expressly permitted in these Official Rules will be considered and all entrants and entries are subject to verification by Sponsor.

D. Scholarship Rules:

- (a) A panel of Sponsor judges will evaluate each qualified submission during the Entry Period, and after selecting a smaller group of Scholarship entrants as Finalists. Finalists will be selected by April 24th and be contacted via email. Judges will ultimately select the awardee(s), if any, by May 21st and will be contacted via email.
- (b) Scholarship entrant is asked to showcase community service to others, by creating a meaningful project/act that is beneficial to spreading awareness to their cause and then creating a clear and concise video of themselves, no longer than five (5) minutes, detailing:
  - i. What the chosen project/act is and why they chose it;
  - ii. What method(s) they used to spread awareness for their cause and its effectiveness;
  - iii. What impact their endeavor had on others;
  - iv. How this endeavor can be beneficial to them in the future; and
  - v. How this endeavor helped develop them as a leader.
- (c) Scholarship entrants are asked to focus more on the effort they put into their project and not the overall results of their endeavor.
- (d) The Sponsor judges will select the most apt, interesting, and original video(s) based on the following judging criteria:
  - i. Consistency with the overall theme of social advocacy by an individual in the United States, including the address of the following statements:
    - What the chosen project/act is and why they chose it
    - What method(s) they used to spread awareness for their cause and its effectiveness
    - What impact their endeavor had on others
    - How this endeavor can be beneficial to them in the future
    - How this endeavor helped develop them as a leader
  - ii. Most compelling subject:
    - Thoughtful, original, and creative choice of subject;
    - Subject demonstrates an understanding of social activism by creating a project beneficial to a community service issue.
- (e) After the Sponsor judges have reviewed each video submission and internally deliberated, a group of Scholarship entrants may be selected as Finalists. Entrants selected as Finalists, in addition to maintain eligibility requirements, must submit two (2) letters of commendation, each from a separate individual who is not a family member or close family friend, detailing:
  - i. Why the letter writer believes the Scholarship entrant would be a fitting candidate for The Russell F. Siller Memorial Scholarships.
- (f) Judges will determine the awardee(s), if any, at their sole discretion, but if selected as winner(s), will be chosen based on the content and creativity of the projects/acts performed, how well the entrant articulates the importance of their mission, and how the chosen endeavor reflects the overall theme of social advocacy.
- (g) Sponsor will notify the awardee(s), if any, using the information provided in the online registration form on or around May 21st.
- (h) To claim the scholarship, the awardee(s), if any, must follow the instructions contained in their notification.

- (i) Sponsor reserves the right, at its discretion, to disqualify any entries that are inappropriate for any reason, including, without limitation, entries that contain, depict, describe, mention, or refer to profane, sexually explicitly, hateful, defamatory, or discriminatory material or are otherwise not appropriate for or consistent with Sponsor's image.

E. Scholarship Payment:

- (a) Each Scholarship will be paid directly to the applicant via check.
- (b) Scholarship will be at maximum \$10,000 dollars and the amount given will be left to the sponsor's discretion.
- (c) All monies in the Scholarship must be used for School/Education related purchases that can include but are not limited to — transportation to and from campus, room and board, dorm expenses, food expenses, textbooks, tuition, and school supplies.
- (d) Sponsor reserves the right to choose fewer awardees (or no awardee) as determined by Sponsor at its discretion. Each Scholarship may, at Sponsor's discretion, be forfeited and awarded to an alternate winner if the Scholarship is returned as undeliverable or otherwise not claimed within a reasonable period after delivery of notification, or, alternatively, if Sponsor's attempts to contact winner with the Scholarship notification are not successful. Scholarship allotments are not transferable. No substitutions or exchanges (including for cash) of any Scholarship allotments will be permitted. In the event of a dispute about the identity of the entrant, entries made online will be declared made by the authorized account holder of the e-mail address associated with the e-mail address submitted at time of entry. An authorized account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The potential awardee(s) may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry.
- (e) All federal, state, and local taxes associated with the receipt or use of any Scholarship allotment(s) are the sole responsibility of the awardee(s), and the awardee(s) is/are solely responsible for all federal, state, and local taxes associated with the prize.

F. Disclaimer:

- (a) Sponsor, all participating judges and collateral sponsors, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies (collectively, the "Released Parties") will not be responsible for:
  - i. any late, lost, misrouted, garbled or distorted or damaged transmissions or entries;
  - ii. telephone, electronic, hardware, software, network, Internet, or other computer/communications-related malfunctions or failures;
  - iii. any Scholarship disruptions, injuries, losses or damages caused by events beyond the control of Sponsor or by non-authorized human intervention; or
  - iv. any printing or typographical errors in any materials associated with the Scholarship.

G. Scholarship Award Agreement:

- (a) As a condition of being awarded any Scholarship, each selected awardee (and if awardee is a Minor, awardee's parent or legal guardian) will be required to execute and deliver to Sponsor a signed Scholarship Agreement and any other legal, regulatory, or tax-related documents required by Sponsor at its discretion.

H. Use of Likeness Release Agreement:

- (a) As a condition of being awarded any Scholarship, each selected awardee (and if awardee is a Minor, awardee's parent or legal guardian) will be required to execute and deliver to Sponsor a signed Use of Likeness Release Agreement and any other legal, regulatory, or tax-related documents required by Sponsor at its discretion.

### 3) Intellectual Property & Licensor.

#### A. Original Work of Authorship:

- (a) Scholarship entrant hereby warrants and represents that:
  - i. you own all rights to your video and other entry materials; and
  - ii. your submitted video is an original work of authorship on your part, has not been copied (in whole or in part) from any other work and does not violate, misappropriate, infringe, defame or invade any copyright, trademark, privacy, publicity or other personal or proprietary right of any other person or entity.

#### B. Sponsor's License to Video:

- (a) Scholarship entrant, and if necessary, their legal parents/guardians, consents to Sponsor's use and/or feature of their video submission on the education homepage and/or Sponsor's primary website.
- (b) Scholarship entrant hereby grants Sponsor and its members permission to use their video submission in any and all of the following but not limited to publication(s), website(s), YouTube, Facebook, Twitter, and Instagram, without any other consideration than the Scholarship allotment.
- (c) Scholarship entrant consents and understands the video submission will become the property of the Sponsor and will not be returned to the Scholarship entrant.
- (d) Scholarship entrant irrevocably authorizes the Sponsor and its members to copy, exhibit, publish, or distribute their video submission for purposes of publicizing the Sponsor's programs and Scholarship, or for any other lawful purpose.
- (e) Scholarship entrant waives their right to inspect or approve any and all of Sponsors publications.
- (f) Scholarship entrant waives any right to royalties or other compensation arising or related to the use of their video submission.
- (g) Scholarship entrant consents to these Official Rules constitutes a grant to Sponsor and its designee, a perpetual, irrevocable, royalty-free, nonexclusive, worldwide right and license, with a right to sublicense, to publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense your video, or any portion thereof, in any manner, form, media or technology now known or later developed for any commercial or non-commercial purpose. Scholarship entrant(s) agree to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's rights as set forth above in this paragraph. Without limiting the foregoing, Sponsor is under no obligation (express or implied) to use or otherwise exploit any entry.

### 4) Miscellaneous.

#### A. Publicity Rights.

- (a) Except where prohibited by law, entry into the Scholarship constitutes permission to use each awardee's name, hometown, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation.
- (b) Scholarship entrants agree to the use, by the Sponsor, of their name, likeness, image and personal story/biography in connection with all media and publicity related to the Sponsor. Such media and publicity includes, but is not limited to, various channels of social media. From time to time and within reason, Scholarship entrants agree to personally appear at events sponsored by the Sponsor and related to the Scholarship.

#### B. Indemnification.

- (a) Scholarship entrant unconditionally and with prejudice releases, acquits, abandons, waives and forever discharges the Sponsor and their respective directors, officers, members, employees, agents, affiliates, successors and assigns, of and from all claims, rights, demands, damages, actions, causes of action, and/or suits in equity of any kind or character whatsoever, without

exception or limitation, whether known or unknown, whether previously or subsequently occurring, whether presently existing or which might exist in the future, relating to, arising out of or in any way connected with these Official Rules.

- (b) Scholarship entrant, on behalf of themselves, respective heirs, legal representatives, successors and assigns, promise not to sue or proceed in any manner, whether at law, in equity or otherwise, or to solicit others to institute any such actions or proceedings, against the Sponsor jointly or individually, or their respective legal representatives, officers, directors, employees, agents, successors and assigns, because of, arising out of or related to the Scholarship and these Official Rules.
- (c) If Scholarship entrant is a Minor, the parents or legal guardians of said Minor further agree to indemnify each of the released parties from any claims, costs, injuries, losses, or damages in the preceding paragraph which may be suffered by the entrant.

C. Governing Law.

- (a) The Scholarship and these Official Rules will be governed, construed and interpreted under the laws of the State of New York.
- (b) Entrants submit to the exclusive jurisdiction of the State of New York, and agree to be bound by these Official Rules and by the decisions of the Sponsor, which are final and binding in all respects.
- (c) In the event of a dispute arising out of this Agreement, such shall be submitted to the jurisdiction of the courts of the State of New York. Venue shall be in the federal and/or state courts of the County of Richmond, State of New York.

D. Sponsor's Right to Change.

- (a) Sponsor reserves the right to change these Official Rules at any time, at its own discretion, and to suspend or cancel the Scholarship or any entrant's participation in the Scholarship for any reason or cause whatsoever as solely determined by the Sponsor.

E. Violation of Official Rules.

- (a) Scholarship entrant who violates these Official Rules, violates any law, rule or regulation in connection with participation in the Scholarship, tampers with the operation of the Scholarship or engages in any conduct that is detrimental or unfair to Sponsor, the Scholarship or any other entrant (in each case as determined at Sponsor's discretion) are subject to disqualification from entry in the Scholarship.
- (b) Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Scholarship.

F. Unenforceability & Severability.

- (a) Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect.
- (b) If any part, term or provision of these Official Rules is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Official Rules did not contain the particular part, term or provisions held to be illegal or invalid.