

WAKA FLOCKA FLAME HBCU LEGACY SCHOLARSHIP

OFFICIAL RULES

By submitting an entry into the Scholarship Contest (“Waka Flocka Flame HBCU Legacy Scholarship”) administered by HBCU Heroes (“Administrator”), all (“Applicants”) agree to the following terms and conditions:

THE SCHOLARSHIP CONTEST WILL CONSIST OF A \$5,000 SCHOLARSHIP AWARD, SUBJECT TO THE FOLLOWING OFFICIAL RULES. NO PURCHASE IS NECESSARY TO ENTER OR TO WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID IN PUERTO RICO, U.S. VIRGIN ISLANDS, U.S. TERRITORIES AND POSSESSIONS, AND WHERE PROHIBITED BY LAW.

CONTEST ENTRY PERIOD: The Scholarship Contest begins at 12:00:01 AM Eastern Time on February 28, 2022 and ends at 11:59:59 PM Eastern Time on March 31, 2022 (the “Entry Period”).

ELIGIBILITY: The Scholarship Contest is open to all currently enrolled Historically Black Colleges and Universities (HBCU) students studying technology, STEM, innovation, entrepreneurship, and business.

For purposes of the Scholarship Contest, the “Eligible States” are defined as the states of the United States or the District of Columbia where the Scholarship Contest is not prohibited by law.

For purposes of the Scholarship Contest, a “college” is defined as a two or four-year college or university located within one of the Eligible States, and a “higher education institution” is defined as a college or university offering post bachelor’s degrees) located within one of the Eligible States.

To enter and participate in the Scholarship Contest as an HBCU College Student, at the time of Entry, you must: (a) be either a legal U.S. resident of one of the Eligible States or a legal U.S. resident (of one of the fifty (50) United States or the District of Columbia) enrolled in an HBCU located in one of the Eligible States; (b) be currently enrolled as an undergraduate freshman, sophomore, junior or senior at an HBCU taking a full time course load of at least twelve (12) credit hours before college graduation; and (c) plan to attend the college you are currently attending (or another college such as an HBCU graduate school) during either or both of the 2022–2023 or 2023–2024 academic school years.

To enter and participate in the Scholarship Contest as a graduating senior at an HBCU, you must be enrolled as a Graduate Student or higher education student at the time of Entry, you must: (a) be a legal U.S. resident of one of the Eligible States; and (b) either: (i) be currently enrolled in or attending a college and plan to attend a higher education HBCU institution during either or both of the 2022–2023 or 2023–2024 academic school years; (ii) have graduated from an HBCU college and plan to attend a higher education HBCU institution during either or both of the 2022–2023 or 2023–2024 academic school years; or (iii) be currently enrolled at a higher education HBCU institution with at least one (1) year (or at least 12 semester hours) remaining before graduation from the higher education HBCU institution and plan to attend the higher education HBCU institution you are currently

attending (or another higher education institution) during either or both of the 2022–2023 or 2023–2024 academic school years.

Employees of HBCU Heroes (“Administrator”) and its parents, members, affiliates, subsidiaries, and agencies, and their immediate family members (spouse, parents, children, siblings, and their respective spouses) and persons living in the household of each of the foregoing are not eligible to participate in the Scholarship Contest. All federal, state, and local laws and regulations apply.

ENTRY: You may enter the Scholarship Contest using one of the following methods:

- a. To apply, online visit www.hbcuheroes.org or <https://tinyurl.com/4ujxkm2c>, and follow all entry instructions to complete the application, including all of the information fields, and submit to receive one (1) entry into the Scholarship Contest (the “Entry”). Entrants are subject to all notices posted online including but not limited to HBCU HEROES’ Privacy Policy. Online applications must be received during the Entry Period.
- b. No copies, facsimiles or mechanical reproductions will be accepted. Limit one (1) entry per person. Partially completed and/or mechanically reproduced entries or rubber-stamped entries sent by mail will be void and ineligible. Administrator will not be responsible for illegible, incomplete, late, lost, mutilated, or misdirected Entries.
- c. All Entries received become the sole property of HBCU HEROES and will not be acknowledged or returned. All methods of Entry have an equal chance of winning. Limit: One (1) Entry per person or per email address per Entry Period. Personal information collected in connection with the Scholarship Contest will be used in accordance with HBCU HEROES’ Privacy Policy found on its website and as otherwise consented to by you.

For a copy of these Official Rules, during the Entry Period, print them from www.hbcuheroes.org.

WINNER SELECTION the single winner of the Scholarship Contest will be selected by a 5 person independent review panel. Entry into the Scholarship Contest constitutes Applicant’s full and unconditional agreement to HBCU HEROES’ decisions in administering the Scholarship Contest, which are final and binding in all respects.

NOTIFICATION OF WINNER. The winner of the Scholarship Contest will be notified by phone, email or mail. If any winner notification is returned as undeliverable, or if the winner does not respond to notification within ten (10) business days of the date of notification, the winner’s prize may be forfeited, and HBCU HEROES reserves the right to select from the remaining eligible Entries to determine a new winner. Payment of the cash prize to the winner of the Scholarship Contest is contingent upon and will be delayed until the winner provides reasonably satisfactory proof to HBCU HEROES of the winner’s then current attendance or enrollment at an HBCU (with regard to College Students). In order to receive the prize, a winner must provide the following, either by email, mail or upload through the one of the Websites, if applicable, within ten (10) business days of the date of notification of winning: (i) a copy of winner’s current (or most recent) school transcript; (ii) a signed Affidavit of Eligibility, Liability Waiver, IRS W-9 Form (if applicable) and Publicity Release (the “Release”) in forms provided by or satisfactory to HBCU HEROES. The Release will require

the winner to provide, among other information, his or her social security number for tax purposes. The winner shall in the Publicity Release agree to provide a short testimonial which shall be published on the Websites (with a photo and/or video of the winner), and payment of the cash prize to the winner is contingent upon the provision of such testimonial and photo or video. In the event of non-compliance with any of these requirements, or if the winner does not accept or receive the prize, prize may be forfeited and HBCU HEROES reserves the right to redraw from the remaining eligible Entries to determine a new winner. If HBCU HEROES so elects, a winner may be required to submit to, and cooperate in, a confidential background check to confirm eligibility, and to help ensure that the award of a prize to such winner will not bring HBCU HEROES into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Scholarship Contest, HBCU HEROES or Waka Flocka Flame as determined by HBCU HEROES in its sole discretion. You understand and agree that HBCU HEROES may disqualify such winner based on the results of the background check in its sole discretion.

PRIZES. A total of one (1) winning prize will be awarded, consisting of a check in the amount of \$5000.00 made out directly to the winner and mailed via post mark date by May 1, 2022 All taxes or expenses, including, without limitation, sales tax, luxury tax and any other costs incurred in claiming or using any of the prizes, are the sole responsibility of the prize winner. The total value of the scholarship available to be won is \$5,000.00. There is a limit of one (1) prize per person or household. Odds of winning a prize will depend on the total number of Entries received for the Entry Period.

In the event that a winner fails to attend or complete the full academic school year for which the prize is associated, the unused balance of the contest scholarship award may be forfeited by the winner in accordance with the policy of the winner's college/higher education institution. If your tuition charges exceed the value of the scholarship prize, you shall remain responsible for payment of the remainder of your tuition obligations.

Scholarship funds ("Prize") are non-transferrable and cannot be transferred to any other person or used for any purposes other than as set forth herein.

ODDS OF WINNING. Based upon past sweepstakes contest results, HBCU HEROES anticipates the odds of winning the Scholarship Contest to be 1 in 20,000.

GENERAL RULES. The Scholarship Contest is subject to all applicable federal, state, and local laws and regulations. By entering, you agree: (a) to be bound by these Terms and Conditions and Official Rules and the decisions of HBCU HEROES, which are final and binding in all respects; (b) that your school may be contacted by HBCU HEROES and that your grades and other requested information may be released to HBCU HEROES; and (c) to be contacted by HBCU HEROES by mail, email or telephone.

By entering the Scholarship Contest, you further agree that if you are the scholarship winner, HBCU HEROES may use your name, voice, likeness, image, statements, biographical data, address (city and state only) and prize information, in any and all media now existing or hereafter devised for illustration, promotion, art, editorial, advertising, trade or any other purpose whatsoever, in perpetuity, without attribution, notification, compensation or consents (except where prohibited by law). You further agree that pursuant to HBCU HEROES privacy policy, HBCU HEROES may collect, store, share and otherwise use your personal information provided during the application and Scholarship Contest process.

You hereby release HBCU HEROES, Waka Flocka Flame, and Wasserman Media Group/Wasserman Music, its parents, subsidiaries, affiliates, and the directors, managers, officers, employees, or agencies of such entities from any liability with respect to any of the foregoing.

By entering the Scholarship Contest, you release HBCU HEROES, Waka Flocka Flame, and Wasserman Media Group/Wasserman Music and their parents, subsidiaries, affiliates, agents and agencies, and the directors, managers, officers, employees, or agencies of any of the above organizations, from any and all liability for any injuries, losses, tax liabilities or damages of any kind arising from your participation in the Scholarship Contest or in any Scholarship Contest related activity, or resulting from acceptance, possession, use or misuse of any prize.

By entering the Scholarship Contest, you represent and warrant as follows: (a) your Entry does not and will not to your knowledge violate any applicable laws; and (b) your Entry complies with all of the requirements and conditions of these Terms and Conditions and Official Rules.

HBCU HEROES reserves the right, in its sole discretion, to: (a) disqualify from this or any contest it sponsors, now or in the future, any person it finds, in its sole discretion, has: (i) violated these Terms and Conditions and Official Rules, (ii) entered or attempted to enter the Scholarship Contest more than the permitted number of times through the use of multiple email addresses or any other means, or (iii) tampered with the Entry process, the operation of the Scholarship Contest, or any other aspect of the Scholarship Contest; and (b) modify, cancel or suspend part or all of the Scholarship Contest in the event that human or technical errors occur in the administration of the Scholarship Contest or the processing of Entries, or other errors, printing errors, tampering, fraud, unauthorized intervention, technical failure, acts of God, natural disasters, wide spread illness, public health crisis or pandemic (e.g., COVID-19), terrorism, weather or any other causes beyond HBCU HEROES's control, corrupt or impair the administration, security, fairness or proper play of the Scholarship Contest, or interfere with HBCU HEROES's ability to run the Scholarship Contest as planned (a "Force Majeure Event"). In the event the Scholarship Contest is canceled, suspended or discontinued for any reason, HBCU HEROES may take any and all appropriate actions in its sole discretion, including, but not limited to, judging and awarding prizes based on Entries received up to the time of the Scholarship Contest cancellation or suspension. HBCU HEROES reserves the right, in its sole discretion, to extend the Entry Period in the event that HBCU HEROES for any reason receives an insufficient number of qualified Entries in the Scholarship Contest (as determined by HBCU HEROES in its sole and absolute discretion).

Neither HBCU HEROES nor any of its parents, subsidiaries, affiliated companies, agents, employees, shareholders, members, managers, representatives or agencies, shall have any obligation or responsibility, including any responsibility to award any prizes to Scholarship Contest entrants, and you hereby release HBCU HEROES and such entities and individuals from all liability with regard to: (a) Entries that contain inaccurate information or do not comply with or violate these Terms and Conditions and Official Rules; (b) Entries or prize claims or notifications that are lost, late, postage-due, unintelligible, damaged, delayed, destroyed, misdirected, garbled, incomplete, illegible or are otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind;

(c) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alteration of, Entries, or any incorrect or inaccurate transcription of Entry information; (d) entrants who have committed fraud or deception in entering or participating in the Scholarship Contest or in claiming any prize; (e) any problems or technical malfunctions of the Scholarship Contest, the Websites or of any telephone or communications network or lines, computer on-line systems, servers or providers, computer equipment, software, or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to an entrant's or any other person's computer related to or resulting from participation in or downloading any materials related to this Scholarship Contest; (f) any inability of a winner to accept a prize for any reason; (g) early termination of the Scholarship Contest, or the inability to award any prize, in the event HBCU HEROES receives fewer than the number of qualified Entries necessary (as determined by HBCU HEROES in its sole and absolute discretion) to award such prize; (h) the inability to award all or any part of any prize due to errors, delays or interruptions due to a Force Majeure Event; (i) typographical or other error related to the Scholarship Contest, the administration thereof or the announcement of prizes; and (j) any dispute over the identity of an online entrant, in which case an online Entry will be deemed submitted by the "Authorized Account Holder" who is assigned by the applicable Internet service provider to the email address submitted at the time of Entry.

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

DISPUTE RESOLUTION. Any and all disputes with respect to the Scholarship Contest will be resolved in the appropriate courts in the State of Georgia exclusively, and subject to the laws of the State of Georgia, without regard to conflicts of laws principles. Should there be a conflict between the laws of the State of Georgia and any other laws, the conflict will be resolved in favor of the laws of the State of Georgia. By participating, you consent to the sole and exclusive jurisdiction and venue of the federal, state and local courts located in Fulton County, Georgia. If any provision of these Terms and Conditions and Official Rules is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision. Except where prohibited, by participating in the Scholarship Contest, you agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Scholarship Contest, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Scholarship Contest, but in no event shall attorneys' fees be awarded; and (c) under no circumstances will you be permitted to obtain awards for, and you hereby waives all rights to claim, punitive damages, incidental damages, consequential damages or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. THE PARTIES HERETO HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS AND OFFICIAL RULES

OR THE SCHOLARSHIP CONTEST WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

WINNER ANNOUNCEMENT. To see the selected Scholarship Contest winner, please visit www.hbcuheroes.org following the final determination of the winner and posting of the winner (which HBCU HEROES anticipates will occur in April 2022).