# CAFÉ BUSTELO® EL CAFÉ DEL FUTURO SCHOLARSHIP ESSAY CONTEST

# **OFFICIAL RULES**

## INTERNET ACCESS AND A VALID E-MAIL ADDRESS ARE REQUIRED TO ENTER. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

THE CAFÉ BUSTELO® EL CAFÉ DEL FUTURO SCHOLARSHIP ESSAY CONTEST ("Contest") entry period is between January 10, 2017 at 12:00 a.m. Central Time (CT) and May 26, 2017 at 11:59 p.m. CT ("Entry Period").

**HOW TO ENTER:** During the Entry Period, Entrants, as defined below, must complete and submit the online application and Essay, as specified below (all entry materials as detailed below collectively constitute an "Entry"), to the Hispanic Association of Colleges and Universities ("HACU"). **Limit one Entry per student/email address.** No robotic, programmed, script, macro or other automated Entries. Automated Entries or multiple Entries or Entries that have been tampered with will result in disqualification of all such Entries. All Entry information submitted becomes the property of Sponsors, as identified below, and will not be returned. <u>Once an Entry is submitted, it cannot be changed, altered or modified.</u> Sponsors (as defined below) are not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled Entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed Entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsors. <u>Sponsors reserve the right to cancel or modify this Contest in the event an insufficient number of entries are received that meet the minimum judging criteria outlined below. The Entry process is as follows:</u>

- 1. Go to http://www.hacu.net/hacu/scholarships.asp to access Contest application, guidelines, and Official Rules.
- 2. Review and agree to the Official Rules and complete the online application, including full name, address, city, state, zip code, daytime phone number, email address, date of birth, name and address of college or university, and both parents' full names and their respective countries of origin.
- 3. Respond to the following topic by writing an essay of 800 words or less (in English or Spanish), as further specified herein, and uploading it to the Contest website (note: essays submitted in Spanish will be translated at the discretion of the Sponsors, as identified below) ("Essay"):

Describe how your Latino heritage, family and the community in which you grew up have impacted your desire and motivation to obtain a college degree. Additionally, describe what you intend to accomplish with your degree and how you will give back to your community.

4. After completing the online application and uploading the Essay, click "Submit Application" by the end of the Entry Period.

- 5. Entries will be evaluated by a qualified panel of judges ("Judges") who have the required knowledge and experience to apply the judging criteria as specified below, as determined by the Sponsors ("Judging") between May 27, 2017 at 12:00 a.m. CT and June 30, 2017 at 11:59 p.m. CT ("Finalist Period").
- 6. The Entries with the 20 highest scores after Judging ("Finalists") will be notified to submit the following supporting documents to: Hispanic Association of Colleges and Universities headquarters, Attn: *Café Bustelo<sup>®</sup>* El Café Del Futuro Scholarship Essay Contest, 8415 Datapoint Dr. Suite 400, San Antonio, TX 78229, by the end of the Finalist Period:
  - a. letter of recommendation from a school advisor, community leader or mentor that includes a description of how the student has demonstrated commitment to his/her education and community;
  - b. enrollment verification form; and
  - c. official transcript from the college or university attending.
- 7. After the end of the Finalist Period, Judging will take place to determine the Finalists who will be the nine potential Winners, as defined below.

**ESSAY REQUIREMENTS:** Essays must be typed, double-spaced, in 12-point Times New Roman or an equivalent font, with numbered pages and one-inch margins. The Essay must be an original work that was created by the Entrant, as defined below, and cannot have previously won a contest or other promotion. Essay must not have been previously published, must not be awaiting publication, nor may be submitted for publication consideration during the Contest Period. Sponsors may disqualify a nonconforming Essay in their sole discretion.

By entering, each entrant warrants and represents the following with respect to his or her Entry: (a) entrant is the sole and exclusive owner of the Entry; (b) the Entry is entrant's own creation and is one hundred percent (100%) original (and that it is not a copy of any published material protected by copyright laws); and (c) the Entry will not infringe on any rights of any third parties, including but not limited to rights of copyright, trademark, publicity or privacy.

**ELIGIBILITY:** The Contest is open to legal residents of the 50 United States, D.C. and Puerto Rico, 18 years of age or older who are currently enrolled as a full-time student at a HACU member institution and are of Latino descent (individually "Entrant"). Entries from any other jurisdiction are not eligible for entry. Employees, officers and directors of HACU or Rowland Coffee Roasters, Inc. ("Sponsors"), their parent companies, affiliates, subsidiaries, distributors, sales representatives, website developers and administrators, advertising, sales promotion and judging agencies and all other service agencies involved with the Contest, and members of the immediate families (parent, child, sibling and spouse of each) or households of any of the above (whether related or not) are not eligible. Void outside of the 50 United States, D.C., and Puerto Rico, and where prohibited taxed, or otherwise restricted by law.

**JUDGING:** Any translated materials will be made available to the Judges, as needed, during the Entry Period and/or the Finalist Period. Essays and supporting documents, as requested, will be Judged using an assigned scoring designation of: 4=Strongly Agree; 3=Agree; 2=Slightly Agree; and 1=Disagree, for each of the following equally weighted criteria:

• The application reflects exposure to a broad range of life experiences beyond the academic setting, such as work and extracurricular activities

- The student has received special honors, recognition, or awards.
- The student exemplifies community engagement through organization membership, volunteer service, or other activities, which reflect an interest in social issues.
- This student demonstrates special skills and interests relevant to the specific scholarship to which he/she is applying.
- The student described his/her academic and/or career goals.
- The student described his/her motivation for applying to the HACU Scholarship Program.
- The student explained the skills he/she can bring to an employer.
- This Essay exhibits good writing ability, demonstrates effective communication skills, and uses proper sentence construction, grammar and spelling.
- The applicant has the potential to succeed in his/her field.
- The student demonstrates leadership characteristics such as determination and motivation.
- This student gives you the overall impression that he/she will become a leader and role model.
- In your best judgment, this student has shown the ability to overcome adversity or demonstrates special qualities that make him/her outstanding.

Sponsors reserve the right, in their sole and absolute discretion, to disqualify any Entries that are inappropriate for any reason, including without limitation for depicting or mentioning sex, violence, drugs, alcohol and/or inappropriate or threatening language. In the event of a tie, the Essay with the higher score in combination with the following criteria will determine the potential Winner, as defined below: the student exemplifies community engagement through organization membership, volunteer service, or other activities, which reflects an interest in social issues. If a tie continues, the tied Entries will be re-Judged by a new judge using the original criteria. The nine (9) highest scoring students will be deemed potential winners (each a potential "Winner") and notified via telephone, email, or mail. The Winners will be subject to eligibility verification (including by being required to sign and return, where legal, an Affidavit of Eligibility and Liability/Publicity Release) and cannot discuss their status with the public (including through social media) until notified by Sponsors or the public announcement is made. Through such documents or by other means, Sponsor reserves the right to verify each winner's date of high school graduation or college enrollment. Winners will be announced to the public on or about September 1, 2017.

**SCHOLARSHIP PRIZES:** <u>Nine scholarships will be awarded, as follows:</u> A scholarship prize in the amount of \$5,000 will be awarded to each Winner to be applied to qualified academic expenses including tuition fees (individually a "Prize"). The total value of Prizes is \$45,000. All Prizes will be awarded provided they are properly claimed in accordance with these Official Rules and a sufficient number of eligible Entries are received. Limit one Prize per person or household. If a Winner cannot accept his/her Prize, as stated, if any Prize or prize notification is returned as undeliverable, if any winner rejects his/her Prize or in the event of noncompliance with these Official Rules and all requirements herein, that Prize will be forfeited and awarded to an alternate Winner, if circumstances permit. HACU will make checks payable to the HACU member college/university where the Winner is currently enrolled and are non-transferable. HACU reserves the right to contact the respective college/universities of Winners to verify current enrollment. Checks will be mailed directly to the college/university. In the event of unavailability of any Prize or for any other reason, in Sponsors' sole discretion, Sponsors reserve the right to substitute a prize of equal or greater value. All unspecified expenses, if any, are the responsibility of winners.

GENERAL TERMS & CONDITIONS: Sponsors' decisions will be final on all matters relating to this Contest. The Winners will be required to execute an Affidavit of Eligibility, a Liability Release and, where legal, a Publicity Release. If a Winner fails to return such documents within seven days, if a Winner is found to be ineligible, or if a Winner has not complied with the Official Rules, then that Winner will be disqualified and an alternate Winner will be selected, if circumstances permit. The Winners will also have to make themselves available for media interviews and public relations activities if appropriate. All federal, state and local laws and regulations apply. Except where prohibited by law, the Entry and acceptance of a Prize by a Winner constitutes permission for the Sponsors to use the name, photograph, likeness, Essay, statements, biographical information, voice, and city and state address of Winner in all forms of media including but not limited to, web/internet/social media, banner ads, press releases, media alerts, pitch letters/emails, b-roll, radio news releases; in-store point of sale/ads for retailer programs and other customer/distributor programs, and any other print, photography, audio, video, or digital materials (collectively "Publicity Materials") on a worldwide basis, and in all forms of media, in perpetuity, without further compensation. Winner agrees that his/her Essay or statements may be used in whole or in part and may be paraphrased, amplified, shortened, and/or put into conversational form to meet the requirements of copy, layout and/or script, provided their general sense is not changed, and hereby waive any right to inspect and approve finished Publicity Materials, and Winner will not hold Sponsors responsible for any liability resulting from the use of the Publicity Materials. All Publicity Materials developed or used hereunder will be and remain Sponsors' property, and Winners specifically understand and agree that any copyrightable Publicity Materials will be works "made for hire" and Winner will retain no ownership rights whatsoever in or to said works. If said Publicity Materials are not considered works "made for hire," Winner hereby assigns all said works to Sponsors. All participants and Winners also agree to release, discharge, indemnify and hold harmless Sponsors, their parent companies, affiliates and subsidiaries, and each of their respective officers, directors, employees, representatives and agents from and against any claims, damages or liability due to any injuries, damages, or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any Prize or participation in any Contest-related activity or participation in this Contest. The Sponsors may prohibit any Entrant from participating in this Contest at their sole discretion if an Entrant shows a disregard for these Official Rules or acts: (a) in a manner Sponsors determine to be unfair or inequitable, including but not limited to tampering with this Contest or this Contest website; (b) with an intent to annoy, threaten or harass any other Entrant or the Sponsors; or (c) in any other disruptive or illegal manner. Sponsors reserve the right in their sole discretion to cancel, terminate, modify or suspend this Contest should electronic viruses, other malicious software attacks, unauthorized human intervention, systems malfunctions, failures, difficulties or other causes beyond the control of the Sponsors and their agencies corrupt or affect the administration, security, fairness or proper play or conduct of the Contest, or if due to any technical, production or other error, more Prizes are claimed or awarded than are described in these Official Rules at any award level. In such event, Sponsors will conduct this Contest in accordance with the Official Rules in a manner deemed fair, proper and equitable by Sponsors, in their sole discretion. No more than the number of Prizes stated in these Official Rules will be awarded. By entering, Entrants agree and consent: (a) that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsors in connection with the Contest, will be governed by, and construed in accordance with, the laws of State of Ohio, without giving effect to any choice of law or conflict of law rules, and (b) to the jurisdiction and venue of the federal, state and local courts located in Cleveland, Ohio with respect to any such claim or issue.

# CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION

OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**LIMITATIONS OF LIABILITY:** In the event of a dispute regarding the identity of an Entrant, such Entry will be deemed to be made by the authorized account holder of the email address submitted at the time of Entry. "Authorized account holder" is deemed as the natural person who is assigned to an email address by an Internet access provider, service provider or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Neither Sponsor nor its agencies are responsible for lost, late, stolen, illegible, misdirected, incomplete, or non-delivered Entries or email; or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, or cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of Entry or other information or the failure to capture, or loss of, any such information. Neither Sponsors nor their agencies are responsible for any incorrect or inaccurate information, whether caused by website users, or by any equipment or programming associated with or utilized in this Contest and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of website. Sponsors reserve the right, at their sole discretion, to disqualify any individual it finds may be tampering with the Entry process or operation of the Contest or website, may be acting in violation of the terms of the website or the Official Rules or may be acting in a nonsportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Any attempt to deliberately damage any website or undermine the legitimate operation of this Contest is unlawful and subject to legal action by Sponsors or their agents. IN NO EVENT WILL SPONSORS, THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, RELATED COMPANIES OR AGENCIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST, INCLUDING ENTRANTS' ACCESS TO OR USE OF THE WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR **CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME** OF ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**WINNERS LIST:** Winners will be posted on the HACU website after Winners have been verified, on or about September 1, 2017. For the name of the Winners by mail, send a self-addressed business-size envelope with proper postage affixed by September 15, 2017 to: **Café Bustelo**® El Café del Futuro Scholarship Essay Contest Review Committee, 8415 Datapoint Drive, Suite 400, San Antonio, TX 78229.

**USE OF DATA:** Sponsors will be collecting and using personal data about entrants online in accordance with their publicly posted privacy policies, available at <a href="http://www.hacu.net/images/hacu/StudentServices/Schol%20PRIVACY%20POLICY%20122016.pdf">http://www.hacu.net/images/hacu/StudentServices/Schol%20PRIVACY%20POLICY%20122016.pdf</a>. In particular, entrants' data may be used for commercial or non-commercial marketing purposes, such as to alert entrants to educational programs or services that may be of interest.

**SPONSORS:** The Hispanic Association of Colleges and Universities (HACU), 8415 Datapoint Drive, Suite 400, San Antonio, TX 78229 and Rowland Coffee Roasters, Inc., 5605 NW 82<sup>nd</sup> Ave., Miami, FL 33166-4000.

## Café Bustelo<sup>®</sup> El Café del Futuro Scholarship Essay Contest Abbreviated Rules

## **ABBREVIATED RULES for TV and Radio**

NO PURCHASE NECESSARY. LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C. WHO ARE: 18 YEARS AND OLDER AT TIME OF ENTRY; ENROLLED AS A FULL-TIME STUDENT AT A HACU MEMBER INSTITUTION; AND OF LATINO DESCENT. <u>VOID WHERE PROHIBITED</u>. Entry Period ends on 5/26/17. For Official Rules, and complete details, visit http://www.hacu.net/hacu/scholarships.asp. SPONSORS: The Hispanic Association of Colleges and Universities (HACU), 8415 Datapoint Drive, Suite 400, San Antonio, TX 78229 and Rowland Coffee Roasters, Inc., 5605 NW 82<sup>nd</sup> Ave., Miami, FL 33166-4000.

#### **ABBREVIATED RULES for Print**

NO PURCHASE NECESSARY. LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C. WHO ARE: 18 YEARS AND OLDER AT TIME OF ENTRY; ENROLLED AS A FULL-TIME STUDENT AT A HACU MEMBER INSTITUTION; AND OF LATINO DESCENT. <u>VOID WHERE PROHIBITED</u>. Entry Period ends on 5/26/17. For Official Rules, scholarship prize description and odds disclosure, visit http://www.hacu.net/hacu/scholarships.asp. SPONSORS: The Hispanic Association of Colleges and Universities (HACU), 8415 Datapoint Drive, Suite 400, San Antonio, TX 78229 and Rowland Coffee Roasters, Inc., 5605 NW 82<sup>nd</sup> Ave., Miami, FL 33166-4000.

#### Abbreviated rules for online Ads – Banner

NO PURCHASE NECESSARY. Ends 5/26/17. To enter and for <u>Official Rules</u>, visit http://www.hacu.net/hacu/scholarships.asp.

#### Abbreviated Rules for online Ads - Not a Banner

NO PURCHASE NECESSARY. Legal residents of the 50 United States and D.C. who are: 18 years and older at time of Entry; enrolled as a full-time student at a HACU member institution; and of Latino descent. Ends 5/26/17. To enter and for <u>Official Rules</u>, including odds, and scholarship prize description, visit http://www.hacu.net/hacu/scholarships.asp. Void where prohibited.