

## **CAFÉ BUSTELO® EL CAFÉ DEL FUTURO SCHOLARSHIP GUIDELINES**

**INTERNET ACCESS AND A VALID E-MAIL ADDRESS ARE REQUIRED TO APPLY.**

THE CAFÉ BUSTELO® EL CAFÉ DEL FUTURO SCHOLARSHIP application period is between March 11, 2024 at 12:00 a.m. Central Time (CT) and June 30, 2024 at 5:00 p.m. CT ("Application Period").

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

1. Go to <http://www.hacu.net/hacu/scholarships.asp> to access the application and guidelines.
2. Review and agree to the guidelines and complete the online application, including full name, address, city, state, zip code, daytime phone number, email address, date of birth, grade point average, major, expected graduation date, degree seeking, enrollment status, class level, name of college or university, student identification number, citizenship status, career objective, work experience, special skills, languages, affiliations, references, volunteer experience, work history, and both parents' full names and their respective countries of ancestral origin.
3. Complete the following three questions:
  1. What is your personal motivation for applying to the HACU Scholarship Program?
  2. What are your academic and/ or career goals?
  3. What skills could you bring to an employer?
4. 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 Application 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.*

5. After completing the online application and Essay, click “Submit Application” by the end of the Application Period.

Review Period:

6. Applications will be evaluated by a qualified review committee (“Committee”) who have the required knowledge and experience to apply the reviewing criteria as specified below, as determined by the Sponsors between July 1, 2024 at 12:00 a.m. CT and August 1, 2024 at 11:59 p.m. CT (“Finalist Period”).

Finalist Documentation Period:

7. The Applicants with the 40 highest scores after reviewing (“Finalists”) will be notified to submit the following supporting documents to: Hispanic Association of Colleges and Universities headquarters, Attn: *Café Bustelo*® El Café Del Futuro Scholarship 4801 NW Loop 410, Suite 701, San Antonio, TX 78229, by August 9, 2024 at 11:59 p.m. CT (“Finalist Documentation 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.

After the end of the Finalist Documentation Period, all documents and information will be reviewed by HACU and the top 40 finalists will be determined and submitted to representatives of the *Café Bustelo* brand between August 11, 2024 at 12:00 a.m. CT and September 6, 2024 at 11:59 p.m. CT (“Top 40 Finalist Selection Period”) who will determine the 25 potential Recipients (defined below).

**ESSAY REQUIREMENTS:** Essays must be typed into the Essay text box within the Essay section of the application. The Essay must be an original work that was created by the Applicant,

as defined below, Essay must not have been previously published, must not be awaiting publication, nor may be submitted for publication consideration during the Application Period. Sponsors may disqualify a nonconforming Essay in their sole discretion.

**By applying, each Applicant warrants and represents the following with respect to his or her Application: (a) Applicant is the sole and exclusive owner of the Application; (b) the Application is Applicant'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 Application will not infringe on any rights of any third parties, including but not limited to rights of copyright, trademark, publicity or privacy.**

**ELIGIBILITY:** The scholarship 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 "Applicant"). Applicants from any other jurisdiction are not eligible to apply. Employees, officers and directors of HACU or The J.M. Smucker Company ("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 scholarship, 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.

**Review Process:** Each Applicant will be scored on a 100-point scale. These points will be divided into six sections:

- Section I – Resume (20 points)
- Section II – Essay (50 points)
- Section III – Leadership and Potential Success (15 points)
- Section IV – Ability to Overcome Adversity/Special Circumstances (10 points)
- Section V – GPA (5 points)

Any translated materials will be made available to the Committee, as needed, during the Application Period and/or the Finalist Period. Essays and supporting documents, as requested, will be reviewed 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 Applicant has received special honors, recognition, or awards.

- The Applicant exemplifies community engagement through organization membership, volunteer service, or other activities, which reflect an interest in social issues.
- This Applicant demonstrates special skills and interests relevant to the specific scholarship to which he/she is applying.
- The Applicant described his/her academic and/or career goals.
- The Applicant described his/her motivation for applying to the HACU Scholarship Program.
- The Applicant 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 Applicant demonstrates leadership characteristics such as determination and motivation.
- This Applicant gives you the overall impression that he/she will become a leader and role model.
- In your best judgment, this Applicant has shown the ability to overcome adversity or demonstrates special qualities that make him/her outstanding.

### **Recipient Determination:**

Representatives of the *Café Bustelo* brand will review the 40 finalists' Essays and determine the 25 potential Recipients based on the following criteria and scoring:

The Applicant's Essay is reflective of the criteria described in Section 4 of these Guidelines in a creative manner (1-5 Points)

- The Applicant's Essay is reflective of the criteria described in Section 4 of these Guidelines in an articulate manner (1-5 Points)
- The Applicant described his/her academic and/or career goals and how his/her Latino heritage has influenced these goals (1-5 Points).
- This Applicant exhibits writing ability, demonstrates effective communication skills, and uses proper sentence construction, grammar, and spelling (1-5 points)
- This Applicant gives the overall impression that he/she will become a leader and role model (1-5 points)

Sponsors reserve the right, in their sole and absolute discretion, to disqualify any Applications 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 Applicant exemplifies community engagement through organization membership, volunteer service, or other activities, which reflects an interest in social issues. If a tie continues, the tied Applications will be re-reviewed by a new Committee using the original criteria. The forty (40) highest scoring Applicants will be deemed potential recipients (each a potential “Recipient”) and notified via telephone, email, or mail. The potential Recipients will be subject to eligibility verification and cannot discuss their status with the public (including through social media) until notified by Sponsors or the public announcement is made. Sponsor reserves the right to verify each Recipient’s college enrollment. Recipients will be announced to the public on or about September 1 or September 7, 2022.

**SCHOLARSHIP AWARDS:** Twenty-five scholarships will be awarded, as follows: A scholarship award in the amount of \$5,000 will be applied to qualified academic expenses including tuition fees (individually a “Scholarship Award”) for each Recipient. The total value of Scholarship Awards to be made is \$125,000. All Scholarship Awards will be awarded provided they are properly claimed in accordance with these Guidelines and a sufficient number of eligible Applications are received. Limit one Scholarship Award per applicant and/or household. If a Recipient cannot accept his/her Scholarship Award, as stated, if any Scholarship Award notification is returned as undeliverable, if any Recipient rejects his/her Scholarship Award or in the event of noncompliance with these Guidelines and all requirements herein, that Scholarship Award will be forfeited and awarded to an alternate Recipient, if circumstances permit. HACU will make checks payable to the HACU member college/university where the Recipient is currently enrolled and are non-transferable. HACU reserves the right to contact the respective colleges/universities of Recipients to verify current enrollment. Checks will be mailed directly to the college/university. In the event of unavailability of any Scholarship Award or for any other reason, in Sponsors’ sole discretion, Sponsors reserve the right to substitute a Scholarship Award of equal or greater value. All unspecified expenses, if any, are the responsibility of Recipients.

**GENERAL TERMS & CONDITIONS:** Sponsors’ decisions will be final on all matters relating to this Scholarship. The Recipients will be required to execute a Liability Release and, where legal, a Publicity Release. If a Recipient fails to return such documents within seven days, if a Recipient is found to be ineligible, or if a Recipient has not complied with the Guidelines, then that Recipient will be disqualified and an alternate Recipient will be selected, if circumstances permit. The Recipient 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 Application and acceptance of a scholarship by a Recipient constitutes permission for the Sponsors to use the name, photograph, likeness, Essay, statements, biographical information, voice, and city and state address of Recipient 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. Recipient 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 Recipient 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 Recipients specifically understand and agree that any copyrightable Publicity Materials will be works "made for hire" and Recipient will retain no ownership rights whatsoever in or to said works. If said Publicity Materials are not considered works "made for hire," Recipient hereby assigns all said works to Sponsors. All Applicants and Recipients 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 Scholarship Award or participation in any scholarship-related activity or participation in this scholarship. The Sponsors may prohibit any Applicant from participating in this scholarship at their sole discretion if an Applicant shows a disregard for these Guidelines or acts: (a) in a manner Sponsors determine to be unfair or inequitable, including but not limited to tampering with this scholarship or this scholarship website; (b) with an intent to annoy, threaten or harass any other Applicant 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 scholarship 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 scholarship, or if due to any technical, production or other error, more Scholarship Awards are claimed or awarded than are described in these Guidelines at any award level. In such event, Sponsors will conduct this scholarship in accordance with the Guidelines in a manner deemed fair, proper and equitable by Sponsors, in their sole discretion. No more than the number of Scholarship Awards stated in these Guidelines will be awarded. By applying, Applicants agree and consent: (a) that all issues and questions concerning the construction, validity, interpretation and enforceability of these Guidelines, Applicant's rights and obligations, or the rights and obligations of the Sponsors in connection with the scholarship, 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 APPLICANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SCHOLARSHIP 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 Applicant, such Application will be deemed to be made by the authorized account holder of the email address submitted at the time of Application. "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 Applications 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 Application 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 scholarship 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 Application process or operation of the scholarship or website, may be acting in violation of the terms of the website or the Guidelines or may be acting in a non-sportsmanlike 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 scholarship 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 SCHOLARSHIP, INCLUDING APPLICANTS' 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.**

**RECIPIENTS LIST:** Recipients will be posted on the HACU website after Recipients have been verified, on or about September 10, 2024. For the name of the Recipients by mail, send a self-addressed business-size envelope with proper postage affixed by November 30, 2023 to: **Café Bustelo®** El Café del Futuro Scholarship Review Committee, 4801 NW Loop 410, Suite 701, San Antonio, TX 78229.

**USE OF DATA:** Sponsors will be collecting and using personal data about Applicants online in accordance with their publicly posted privacy policies, available at <http://www.hacu.net/images/hacu/StudentServices/Schol%20PRIVACY%20POLICY%20122016.pdf> and <https://www.jmsmucker.com/privacy-policy>In particular, Applicants' data may be used for commercial or non-commercial marketing purposes, such as to alert Applicants 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 The J.M. Smucker Company, 1 Strawberry Lane, Orrville, OH 44667-0280.