

## EDUCATION LOAN FINANCE FROM SOUTHEAST BANK

### “EMPOWERING A BETTER FUTURE” VIDEO CONTEST

#### #EmpoweredByELFI

#### OFFICIAL RULES

NO PURCHASE OR PAYMENT IS REQUIRED TO ENTER OR WIN.

A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **General.** Education Loan Finance’s “Empowering a Better Future” Video Contest (the “Contest”) will begin on June 4, 2018, at 12:00:01 a.m. eastern standard time (“EST”) and will end on July 30, 2018, at 11:59:59 p.m. EST (the “Contest Period”). Sponsor’s computer is the official time-keeping device for the Contest.

Before entering the Contest, each entrant must review and agree to be bound by the Contest’s Official Rules as set out below. By entering the Contest, each entrant (“Entrant”) accepts and agrees to be bound by the Official Rules and accepts the decisions of the Sponsor, as defined below, as final and binding in all respects.

2. **Sponsor.** Contest is sponsored by SouthEast Bank (the “Sponsor”), 12700 Kingston Pike, Farragut, TN 37934-0917, and is in no way sponsored, endorsed or administered by, or associated with, Facebook or YouTube. All communication with respect to the Contest, including requests to be removed from future mailings, should be directed to the Sponsor at the foregoing address ATTN: Marketing.

3. **Eligibility.** The Contest is only open to U.S. citizens and permanent resident aliens without conditions and with proper evidence of eligibility, who are above the age of majority in their state of legal residence as of the date of entry, and who must be a primary borrower of an education loan of at least \$15,000, throughout the duration of the Contest Period, for the borrower’s attendance at an [Education Loan Finance approved post-secondary institution and program of study](#), from which the borrower received a bachelor’s degree or higher. Void where prohibited.

The Contest is not open to the following persons: employees, agents or representatives of the Sponsor, the subsidiaries and affiliates of the Sponsor, or employees, agents or representatives of suppliers providing prizes or other materials or services in connection with this Contest, including promotional agencies (collectively, the “Excluded Individuals”); immediate family members (parent, child, sibling and spouses of each) of the Excluded Individuals; and any other persons with whom the Excluded Individuals reside.

Sponsor may, at any time and in its sole discretion, request any Entrant to provide evidence acceptable to the Sponsor that Entrant is eligible pursuant to this Section 3. The failure to be an eligible Entrant, or the failure upon request to provide evidence acceptable to the Sponsor that Entrant is an eligible Entrant, may result in a determination by Sponsor, in its sole discretion, that Entrant is disqualified from entering, participating in any way, or winning this Contest and receiving the Prize.

4. **Timing.** The Contest consists of two (4) phases as described below:

<b><u>Phase</u></b>	<b><u>Begins</u></b>	<b><u>Ends</u></b>
Entry Phase	June 4, 2018, at 12:00:01 a.m. EST	June 29, 2018 at 11:59:59 p.m. EST
Preliminary Judging Phase	June 30, 2018	July 9, 2018
Public Support Phase	July 10, 2018, at 12:00:01 a.m.	July 22, 2018, at 11:59:59 p.m.
Final Judging Phase	July 23, 2018	July 30, 2018

5. **How to Enter.** During the Entry Phase, Entrants must submit a video (each a “Video”) to the contest website: <https://elfi.wishpondpages.com/EmpoweredByELFI> (the “Contest Homepage”). The Video Submission must comply with all of the guidelines set forth below.

Entrants may submit more than one Video, but (a) each Video must be submitted individually with a separate entry submission; and (b) there is a limit of one prize per person for the Contest regardless of the number of Videos submitted. Each Video must meet the guidelines set forth below. Entrant must also provide name, address, telephone number and email address of the Entrant (all Videos and any metadata associated with any of the foregoing together constitute an “Entry”).

Any Entry not made in accordance with these Official Rules is void.

In the event of a dispute regarding any Entry, the Entry will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry (i.e., the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address). The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

6. **Entry Guidelines.** All Entries must comply with the following guidelines:

- (a) The Video must be no shorter than 20 seconds and no longer than 120 seconds.
- (b) The Video must be in a video and audio format supported by the Contest Homepage.
- (c) The Video must include at least one reference to how refinancing a current student loan helped or would help the Entrant empower a brighter future and how the prize would enhance that empowerment.
- (d) The Video must be consistent with the Sponsor’s values and mission.
- (e) The Entry must be in English.
- (f) The Entry (including the Video) must be owned and originally created by the Entrant.
- (g) The Entry (including the Video) must not previously have been published, used or circulated in any commercial or personal manner, or won any award.
- (h) The Entry must not name or refer to any brand or trademark other than the Sponsor, in accordance with the Limited License set forth herein.
- (i) The Entry must not contain any material that is inappropriate, hateful, tortious, slanderous, defamatory, threatening, indecent, violent, libelous, obscene or offensive,

- refers to dangerous, unlawful or illegal acts, promotes a political agenda, or contains any criminal or civil liability.
- (j) The Entry must not contain any material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion or religious beliefs nationality, disability, sexual orientation or age.
  - (k) The Entry must not contain any material that violates or infringes upon the rights of any third party, including, without limitation, copyrights, trademarks or rights of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or whose use by the Sponsor requires a license or permission from or payment to any third party.
  - (l) The Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Entry is created.
  - (m) If the Entry identifies any person other than the Entrant, the Entrant must have prior to submission obtained such person's consent to the use by the Sponsor of the Entry including such person's name, image and/or other identifying information, as applicable, as permitted hereunder.
  - (n) The Entry must not contain any material that the Sponsor, in its sole discretion, deems inappropriate for public dissemination.

7. **Intellectual Property and License.** Submitting an Entry constitutes Entrant's consent that Sponsor is and will be the sole and exclusive owner of all right, title, and interest in and to the Video(s), including all copyrights and other intellectual property rights therein. In furtherance of the foregoing, Entrant shall create all Video(s) as work(s) made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Video(s) do not qualify as, or otherwise fail to be, work(s) made for hire, Entrant shall, and hereby does, (a) assign, transfer, and otherwise convey to Sponsor, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to the Video(s), including all copyrights and other intellectual property rights therein; and (b) irrevocably waive any and all claims Entrant may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Video(s).

Subject to the other requirements, conditions, and limitations contained in these Official Rules, Sponsor hereby grants Entrant a limited license (the "Limited License"): (1) to use the Video(s) for marketing and promotional purposes of Entrant's work by including a copy of the Video(s) as part of Entrant's portfolio or by displaying a copy of the Video(s) on Entrant's website or social media accounts; (2) to name or refer to Sponsor's brand(s) or trademark(s) in the Video(s) for purposes of this Contest. This limited license may not be assigned, transferred, or sublicensed, and may be terminated by the Sponsor in its sole discretion at any time.

Sponsor shall have the right and sole discretion to edit, to refuse to air, transmit or post, or cease to air, transmit or post any Video whatsoever which it finds to be in violation of these Official Rules, or which it finds in its sole discretion to be otherwise objectionable for any reason, including with respect to Sponsor's standards and practices and other policies.

8. **Finalist Selection.** Subject to the Entry Guidelines, all eligible Entries will be evaluated in the Preliminary Judging Phase. The Preliminary Judging Phase will use the criteria and scoring system indicated below (the "Preliminary Judging Criteria"):

- (a) Appropriateness to the subject of the Contest (maximum 3 points). Video is consistent with the theme “Empowering a Better Future” and effectively and clearly explains how refinancing a current student loan helped or would help the Entrant empower a brighter future and how the prize would enhance that empowerment, consistent with Sponsor’s values and mission.
- (b) Originality (maximum 3 points). Creativity and originality of the Video.
- (c) Video Quality (maximum 3 points). Quality and presentation of the Video.

All eligible Entries scoring a total of 3 points or higher during the Preliminary Judging Phase will advance to the Public Support Phase and will be posted on the Contest Homepage throughout the duration of the Public Support Phase. At the end of the Public Support Phase, the seven (7) possible finalists (the “Finalists”) will be selected from all eligible Entries based on the highest number of “votes” received via the Contest Homepage. Individuals casting “votes” are limited to one vote per entry per day and must enter a valid e-mail address which Sponsor reserves the right to require confirmation of from the individual casting the “vote”. The Finalists will advance to the Final Judging Phase. In the event of a tie, all Entries receiving the seven highest amount of “votes” will advance to the Final Judging Phase.

After the Public Support Phase, Sponsor may, in its sole discretion, request any Finalist who advances to the Final Judging Phase to provide evidence acceptable to the Sponsor that Finalist is eligible pursuant to Section 3 of these Official Rules. The failure to be an eligible Entrant, or the failure upon request to provide evidence acceptable to the Sponsor that Finalist is an eligible Entrant, may result in a determination by Sponsor, in its sole discretion, that Finalist is disqualified participating in any way, or winning this Contest and receiving the Prize. If any Finalist is disqualified from the Contest for such reason, another Finalist may be selected from the eligible Entries with the next highest number of “votes” received via the Contest Homepage.

The Final Judging Phase will use the criteria and scoring system indicated below, as evaluated and applied by the Judges. The scoring decisions of the Judges are final. The Finalists will be judged and scored based on the following criteria (the “Finalist Judging Criteria”):

- (d) Appropriateness to the subject of the Contest (maximum 10 points). Video is consistent with the theme “Empowering a Better Future” and effectively and clearly explains how refinancing a current student loan helped or would help the Entrant empower a brighter future and how the prize would enhance that empowerment, consistent with Sponsor’s values and mission.
- (e) Originality (maximum 10 points). Creativity and originality of the Video.
- (f) Video Quality (maximum 10 points). Quality and presentation of the Video.

9. **Winner Selection.** One (1) Potential Winner will be selected from the Finalists following the Final Judging Phase. The Potential Winner will be selected based on the following scoring system (the “Winner Criteria”):

- (a) Preliminary Judging Phase (weighted 10% of overall score). The total score awarded to each Entry during the Preliminary Judging Phase.

- (b) Public Support (weighted 49% of overall score). Number of “votes” received via the Contest Homepage for each Entry during Public Support Phase.
- (c) Final Judging Phase (weighted 41% of overall score). The total score awarded to each Entry during the Final Judging Phase.

In the event of any tie score, weight will be given to the score for Winner Criteria: (a) first, Appropriateness to the subject of the Contest (combined total score from Preliminary Judging Phase and Final Judging Phase); (b) then, Originality (combined total score from Preliminary Judging Phase and Final Judging Phase); (c) then, Video Quality (combined total score from Preliminary Judging Phase and Final Judging Phase); and (d) then, Public Support.

Odds of winning will depend on the total number of eligible Entries received and the caliber of those Entries and the Entries’ compliance with the above-noted Winner Criteria. Acceptance of an Entry or posting an Entry or Video on the Contest Homepage does not constitute a determination by Sponsor that the Entrant who submitted the Entry or Video is eligible to participate in the Contest or that the Entry or Video otherwise complies fully with the Official Rules. In the event of any dispute, the decision of the Sponsor shall be final.

The Sponsor will notify the Potential Winner by e-mail (at the e-mail address provided by the Entrant when entering the Contest). The Sponsor may, in its discretion, also confirm with the Potential Winner by telephone or in writing. In the event the Sponsor is unable to contact a Potential Winner despite reasonable efforts to do so, as determined in the Sponsor’s sole discretion, such Potential Winner’s prize will be forfeited and an alternate Potential Winner may be chosen by the Sponsor.

The e-mail notification will include a link that contains a copy of a Release and Eligibility Agreement (the “Claim Form”) and other information required to claim the prize. All completed, un-amended Claim Forms must be received by the Sponsor within five (5) business days after it is e-mailed to the Potential Winner (“Submission Deadline”). All completed Claim Forms become the property of the Sponsor and will be verified by the Sponsor. In order to claim a prize, the Potential Winner must complete the Claim Form which includes representations of eligibility, compliance and release of liability and publicity release. Among other things, the submission of the Claim Form confirms compliance with these rules, acceptance of the prize as awarded, agreement to maintain confidentiality until winners are announced by the Sponsor, and release of certain parties from any losses, liabilities, damages or claims arising from or related to the prize awarded and the Contest itself. If the Potential Winner fails to submit the Claim Form with all information required by the Submission Deadline, the Sponsor reserves the right to disqualify the Potential Winner, and the Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard.

Sponsor may, in its sole discretion, request the Potential Winner to provide evidence acceptable to the Sponsor that the Potential Winner is eligible pursuant to Section 3 of these Official Rules. The failure to be an eligible Entrant, or the failure upon request to provide evidence acceptable to the Sponsor that the Potential Winner is an eligible Entrant, may result in a determination by Sponsor, in its sole discretion, that the Potential Winner is disqualified from winning this Contest and receiving the Prize. If the Potential Winner is disqualified for this or any other reason, or declines the Prize, another Potential Winner may be selected from the eligible Entries with the next highest score based on the Judging Criteria.

**(a) Prize.** The Potential Winner that completes a Claim form as required above (the “Winner”) will receive a cash prize in the amount of \$50,000 (the “Prize”). The Prize will be fulfilled approximately 5-8 weeks after the conclusion of the Contest.

The approximate retail value (“ARV”) of the Prize is \$50,000.

Limit one prize per person. The Prize is awarded “as is” with no warranty or guarantee, either express or implied by the Sponsor. The Winner may not substitute, assign or transfer the Prize, but Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. Winner is responsible for all applicable federal, state, local and other tax liabilities, including but not limited to, sales and use taxes, excise taxes, income and withholding taxes, customs duties, fees and like amounts in connection with the Prize. The Sponsor is not responsible for any such taxes or expenses. A Form 1099 may be submitted to all appropriate taxing authorities. Entrants agree that if a Winner is found to have violated these Official Rules, or otherwise does not meet the eligibility criteria, such Prize will be forfeited and awarded to an alternate Winner from among all remaining eligible Entries. Sponsor is solely responsible for providing the Prize.

**(b) Winner List.** For the names of the Winner, you may send a self-addressed, stamped envelope before July 30, 2018, to the Sponsor at 12700 Kingston Pike, Farragut, TN 37934-0917, ATTN: Marketing.

**(c) Release; Consent to Use Likeness, Voice and Address.** By entering the Contest, each Entrant agrees: (a) to abide by these rules and the decisions of the Sponsor, which shall be final and binding in all respects; (b) to release and hold harmless Facebook, YouTube, the Sponsor, its subsidiaries and affiliates and the franchisees and affiliated merchants of each of the foregoing, all prize suppliers, all agents or representatives of the foregoing, including without limitation their advertising and promotional agencies, and each of their respective officers, directors and employees (collectively, the “Released Parties”) from any and all claims, liability, loss or damage whatsoever arising with respect to the Contest or the awarding, receipt, possession and/or use or misuse of the Prize and further acknowledges that none of the foregoing persons have made nor are responsible or liable for any warranty, representation or guarantee a particular purpose thereof; and (c) to consent to the use of his or her name, image, voice, likeness, city and state of residence and/or photographs without compensation in any publicity or advertising carried out in any medium worldwide by the Sponsor and/or its advertising or promotional agencies or sublicensees without limitation or further notification, and without providing compensation or intellectual property rights to the Entrant, except where prohibited. Sponsor may utilize any Entry for promotional purposes, advertising and other promotional tools in perpetuity without compensation of any kind to Entrant. Entrant does not have any ownership of intellectual property Sponsor creates using any Entry.

**(d) General Conditions.** Entries that are incomplete, mutilated, altered, reproduced, forged, counterfeited or irregular in any way, are automatically void. The Released Parties are not responsible for the following: (a) lost, late, delayed, illegible, inaudible, stolen, damaged, altered, destroyed, mutilated, misdirected, illegal, incomplete or postage due rule requests, entries or prize claims; (b) lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed

computer, satellite, telephone or cable transmissions, lines or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or software typographical, mechanical, telephonic, electronic or network relating to or in connection with this Contest, including, without limitation, errors which may occur in connection with Contest Homepage or the administration of the Contest, the processing of entries of Video(s), the announcement of the prizes, or in any Contest-related materials; or any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Contest.

Entrants may also be disqualified if Sponsor learns that the Entrant disparages the Sponsor during or after the Contest Period. Entrants should be aware that Sponsor retains the right to take legal action against Entrants who commit libel or slander against Sponsor during or after the Contest Period.

The Sponsor fully reserves the right, in its sole discretion, to cancel, suspend, terminate or modify the Contest if the Contest is not capable of being completed as planned, including infection by computer viruses or bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort beyond the reasonable control of the Sponsor, which corrupts or impairs the administration, security, fairness or proper play of this Contest.

The Sponsor is not responsible for printing errors in the Contest materials or these Official Rules. If, due to a production or printing error or other unforeseen error, there are more winners than prizes for any level, the Sponsor reserves the right to award any remaining prizes for that level through a random drawing of all eligible winners for that level. No more than the number of prizes listed herein will be awarded.

The opinions expressed in the Videos are not necessarily (and in some cases not at all) those of the Sponsor. The Sponsor is not responsible for any materials provided by Entrants which are deemed harmful or offensive to others or for any harm incurred as a result of a Video's creation. The Sponsor is not responsible in any way for any injury, loss or damage which occurs as a result of an opinion expressed or information provided in a Video transmitted or posted on any website or on television. The Sponsor makes no warranties, express or implied, as to the content or the accuracy or reliability of any information or statements contained in any Video. All statements and opinions made by Entrants are those of such Entrants only, and the Sponsor neither endorses nor shall be held responsible for the reliability or accuracy of same. Sponsor is not responsible for the content or practices of YouTube, Facebook, or other third party websites that may be linked to the Contest Homepage. This site may also be linked to websites operated by companies affiliated with Sponsor. Visitors to those sites should refer to each site's separate privacy policies and practices.

No correspondence will be entered into except with Potential Winners.

By entering the Contest and voluntarily providing your personal information as described in these Official Rules, you agree to the collection and use of your personal information by the Sponsor and its representatives, promotional agencies and marketing organization for the purpose of administering the Contest, including without limitation contacting Entrants in the respect of the Contest and disclosing the list of Winner(s). Your personal information may be used for future contests and marketing of the Sponsor, its affiliates, representatives, and promotional agencies but

will not be used for any other purpose nor will it otherwise be disclosed to other third parties, unless otherwise required by law. If you would like to be excluded from all lists used by the Sponsor for any future Contests and marketing by the Sponsor, you may send a letter requesting that you be removed from such lists to the Sponsor at 12700 Kingston Pike, Farragut, TN 37934-0917, ATTN: Marketing.

This Contest and the terms and conditions contained in these Official Rules shall be exclusively governed and constructed in accordance with the laws of the State of Tennessee and the federal laws of the United States of America applicable therein. Any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and shall be adjudicated solely in the applicable state or federal court in or closest to Farragut, Tennessee.

This Contest is subject to all applicable federal, state, local laws and regulations. Void where prohibited or restricted by law.

If any one or more provisions of these Official Rules are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these Official Rules.