

MONTANA CAPITAL SCHOLARSHIP CONTEST ("Contest") TERMS AND CONDITIONS

- 1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C., WHO ARE AT LEAST 18 YEARS OR OLDER, WHO ARE AN UNDERGRADUATE STUDENT AND WHO ARE ENROLLED AND IN GOOD STANDING IN A POST-SECONDARY EDUCATIONAL INSTITUTION LOCATED IN THE 50 UNITED STATES OR D.C., AT THE TIME OF ENTRY AND AT THE TIME THE SCHOLARSHIP IS AWARDED.**
- 2. TO ENTER.** Beginning at 12:00:01 a.m. Pacific time ("PT") on January 10, 2019, and ending at 11:59:59 p.m. PT on December 1, 2019 ("Contest Period"), submit an official entry online in the manner listed below. All entries must be received by 11:59:59 p.m. PT on December 1, 2019 in order to be considered for the Contest. Entrants must complete all required fields of the Montana Capital scholarship application available at <https://montanacapital.com/scholarship-program> and submit a 400-600 word essay, describing how the scholarship will help the entrant achieve his or her goals, and an unofficial or official transcript. Contest entries must comply with the Content Restrictions set forth herein to be valid. As used herein, "Content" refers to all content you submit in connection with the Contest (including, but not limited to, the essay, and its description, writing, explanation, etc.). At the conclusion of the Contest Period, Sponsor's judges will select a potential winner from among all eligible entries submitted during the Contest Period. Limit one (1) entry per person. All entries become the exclusive property of the Sponsor and will not be acknowledged or returned. BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY AND CONTENT MAY BE POSTED ON SPONSOR'S WEBSITE OR ELSEWHERE ON THE INTERNET AS AUTHORIZED BY SPONSOR, IN SPONSOR'S DISCRETION.
- 3. ELIGIBILITY.** Contest open to individuals legally residing in the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age (at least nineteen [19] in Alabama and Nebraska) at the time of entry, are a current undergraduate student with a 3.0 GPA or above, and enrolled in a post-secondary educational institution located in the 50 United States or D.C. at the time of entry and at the time the scholarship is awarded. Employees, contractors, directors, officers, and agents of Montana Capital, its affiliates, and members of the immediate family and household of each such employee are not eligible to enter or win. Void where prohibited or otherwise restricted by law.
- 4. SCHOLARSHIP DETAILS AND RELATED TERMS.** One (1) Scholarship will be awarded. One (1) Winner will receive a \$1,000 scholarship in the form of a check payable to the Winner for the purpose of helping the Winner with his or her educational costs (the "Scholarship"). (Approximate retail value ("ARV") of the Scholarship: \$1,000. The Scholarship will be paid directly to the Winner for the purposes of covering his/her educational costs. It is the sole responsibility of the student to notify his/her educational institution and financial aid office.
- 5. JUDGING AND AWARDING OF SCHOLARSHIP.** On or around December 20, 2019, Sponsor's judges will a potential winner from among all eligible entries received during the Contest Period, based on the entrants' full submissions. Sponsor's decisions will be final in all matters relating to this Contest. Subject to verification of eligibility and compliance with these Terms and Conditions, the potential winner will be declared the official winner of the Contest ("Winner"). The potential winner will be

notified by email on or about January 1st, 2020. Failure of a potential winner to respond to the notification email within fourteen (14) days of notification will result in disqualification. The potential winner may be required to submit a photo for publicity purposes and sign an affidavit of eligibility (which affirms that he/she has complied with these rules) as well as a liability release, and where legal, a publicity release, each of which, if issued, must be completed, signed and returned within fourteen (14) days from date of issuance, or the Scholarship may be forfeited and awarded to an alternate Winner. If any Scholarship, Scholarship notification or attempted notification is returned as undeliverable, the Scholarship may be forfeited and may be awarded to an alternate Winner. By accepting a Scholarship, Winner acknowledges compliance with these Terms and Conditions. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants. Scholarship is non-transferable. No cash redemption or Scholarship substitution allowed by any Winner. Sponsor reserves the right to substitute any Scholarship (or any portion thereof) with a prize of equal or greater value if advertised Scholarship (or any portion thereof) becomes unavailable. Limit one (1) Scholarship per household/family. Unclaimed scholarships will not be awarded. Sponsor (a) makes no warranty, guaranty or representation of any kind concerning any Scholarship (or any portion thereof), and (b) disclaims any implied warranty.

6. **PUBLICITY.** By entering the Contest, the entrant grants the Sponsor permission to copy, reproduce, and use the essay and Content in all promotional and publishing aspects. Providing Content grants Sponsor and its agents the right to publish, use, adapt, edit and/or modify such Content in any way, in any and all media, without limitation, and without consideration to the entrant. Except where prohibited, acceptance of a Scholarship constitutes Winner's consent to use of his/her name, photograph, and/or name of educational institution where enrolled, in any and all media, worldwide, without further compensation for advertising, Contest and publicity purposes by Sponsor. By accepting a Scholarship, Winner agrees that his or her Content will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the Winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Content, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to their Content. Sponsor reserves the right to alter, change or modify the winning Content, in its sole discretion. Upon request of Sponsor, Winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Content and of the copyrights transferred and "Moral Rights of Authors" waived under these Terms and Conditions. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.
7. **ODDS.** Odds of winning depend upon the total number of eligible entries received.
8. **CONTENT RESTRICTIONS.** Entrants must be typewritten and in English and must not include any of the following content (the "Content Restrictions") in any entry: (a) pornography, adult-oriented content or any other sexually-explicit material; (b) materials relating to lotteries or gambling; (c) explicit language or content, images of violence, or Contest of illegal activities; (d) content in violation of intellectual property rights or laws; (e) libelous, defamatory, disparaging, tortious or slanderous materials; (f) content that denigrates, disparages or reflects negatively on Sponsor; (g) tobacco, alcohol or drugs; (h) dangerous stunts; (i) real weapons of any kind including, but not

limited to, guns, knives or projectiles; (j) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, territory, provincial or local law, ordinance, or regulation; (k) individuals under legal age of majority without providing a signed release from parent or legal guardian; (l) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (m) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state/territory/province where the entry is created. Content submission must be original work of the entrant, may never have previously won awards, and may never have been posted elsewhere before. Any entry that does not comply with the foregoing, in the sole discretion of Sponsor, will be disqualified.

9. **USE OF DATA.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://montanacapital.com/wp-content/uploads/2016/09/Montana-Capital-Privacy-Policy-1.pdf>. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information as described herein and acknowledge that they have read and accepted Sponsor's privacy policy. If you are declared as a Winner, your information may also be included in a publicly available winner's list. By entering this Contest, each entrant gives his/her express permission to be contacted by Sponsor by telephone, email and/or postal mail for Contest purposes.
10. **TAXES.** Any valuation of the Scholarship stated above is based on available information provided to the Sponsor. The value of the Scholarship will be taxable to Winner as income. All federal, state and local taxes and any other costs and expenses associated with the acceptance and/or use of Scholarship not specifically provided for in these Terms and Conditions are solely the individual Winner's responsibility. Winner is solely responsible for reporting and paying any and all applicable taxes. the Winner must provide the Administrator or Sponsor with valid identification and a signed IRS Form W-9 before his/her Scholarship will be awarded. United States residents that win \$600 or more in Prizes will have income reported to them on IRS Form 1099, as required under IRS rules and a copy of said form will be sent to the IRS. You must contact your own tax advisor for any questions concerning taxes.
11. **OTHER CONDITIONS.** By participating, entrants agree to these Terms and Conditions, which are final and binding in all respects and are subject to all federal, state and local laws and regulations. Sponsor reserves the right, at its sole discretion, to modify or suspend this Contest or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, (b) the Contest or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these Terms and Conditions, or (c) the Contest is otherwise not capable of running as planned by Sponsor. In the event of modification or suspension, Sponsor shall award the Scholarship to Winner to be selected as potential winners and verified for eligibility and compliance with these Terms and Conditions in a random drawing from among the uncorrupted eligible entries received. By entering, entrants agree to release and hold harmless Sponsor and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, wholesalers and retailers, and each of the foregoing entities' employees, officers, directors, shareholders and agents (collectively the "Released Parties"), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in

and/or entry into the Contest or acceptance or use of any Scholarship (or portion thereof) or participation in any Contest-related travel or other activity and for any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, (ii) failure of any entry to be received by Sponsor due to technical problems, human error or traffic congestion on the Internet or at any website, (iii) communications line, hardware and/or software failures, (iv) damage to any computer (software or hardware) resulting from participation in the Contest, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, or (vi) entries/mail which are late, lost, stolen, damaged, illegible, unintelligible, misdirected, mutilated, incomplete and/or postage due (or any combination thereof). The use of third-party software or website or automated entry systems to participate is prohibited, and Sponsor reserves the right to disqualify entries made in such fashion. By entering, entrants agree to comply with these rules. Any entrant who attempts to tamper with this Contest in any way shall be disqualified. In the event of dispute as to who submitted an online entry, the entry will be deemed submitted by the Authorized Account Holder of the email address used to submit the entry. "Authorized Account Holder" is defined as the natural person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Additional restrictions may apply.

12. **DISPUTES.** Any controversy or claim arising out of or relating to the Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE

SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.

BY PARTICIPATING IN THE CONTEST, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE (OR PORTION THEREOF) AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

The Contest Terms and Conditions and the Contest are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Terms and Conditions, or the rights and obligations of Entrant and Sponsor in connection with Contest, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth above in these Terms and Conditions and/or for entering any judgment on an arbitration award, shall take place in the State of California, in the City of Los Angeles.

13. **WINNER'S LIST.** The Winner's List will be compiled after the winner's confirmation process is complete and will be made available upon written request. Please send all requests for the Winner List to: Montana Capital Car Title Loans, ATTN: Scholarship Contest, 16255 Ventura Blvd., Ste. 1100, Encino, CA 91436. Requests must be received by April 1, 2020.
14. **SPONSOR.** Simple Cash Loans, Inc., d/b/a Montana Capital Car Title Loans, 16255 Ventura Blvd., Ste. 1100, Encino, CA 91436.

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