

H&R Block's Children of Associates Premier Scholarship (CAPS)
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER
A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING
VOID WHERE PROHIBITED
[UPDATED APRIL 4, 2017]

CONSUMER DISCLOSURE

You have not yet won.

THIS PROMOTION IS OPEN ONLY TO U.S. CITIZENS AND PERSONS LAWFULLY RESIDING AT THE TIME OF ENTRY LIVING IN ONE OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE SENIORS IN HIGH SCHOOL AS OF THE LAST DATE OF THIS ENTRY

By entering this Promotion, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may result in disqualification. All decisions of the Promoters (as defined below) regarding this Promotion are final and binding in all respects. **PROMOTION PERIOD:** Promotion begins [12:01 A.M. EDT on November 9, 2016 and ends at 5 P.M. EDT on January 27, 2017] when all entries must be received ("*Promotion Period*"). Promotion Period subject to change.

ELIGIBILITY: This contest (the "*Promotion*") is only open to persons who, at the time of entry, lawfully reside in the 50 United States and District of Columbia and who are seniors in high school and have a parent, stepparent, grandparent or step-grandparent who is a current regular or seasonal company or franchise associate, franchisee or franchisee associate for H&R Block in the United States, US Territories, and US Military Bases, as of their date of entry. HRB Tax Group, Inc. ("*Sponsor*") and **TMI** Agency ("*TMI*") hereafter are collectively referred to as "*Promoters*"). **THIS PROMOTION IS VOID ANYWHERE OUTSIDE THE UNITED STATES, OR WHERE PROHIBITED, TAXED OR RESTRICTED BY LAW.**

ODDS OF WINNING: The odds of winning this Promotion depend on the number of eligible entries received.

HOW TO ENTER: Visit [URL](#) (the "*Website*") during the Promotion Period to access the entry application. Each person wishing to enter this promotion must fully complete all the required fields in the entry application (all persons accessing the Website are referred to an "*entrants*" and anyone completing an entry form are hereafter referred to as "*Contestants*,") including the *Contestant's* full name,

contact information and date of birth; statements that best describes the *Contestant's* awards and extracurricular activities; completed answers for two essay questions ("Essay" or "Essays") as well as the completed budget worksheet.

Promotion goal: One of the aims of the Promotion is for the *Contestant* to write two (2) Essays, each not more than five hundred (500) words in length, describing or explaining a commitment to personal finance and higher education. No fee or purchase is necessary to enter. Each Contestant's Essay must be uploaded to the Website to qualify for the competition, and ***all must be completed and fully uploaded to the Website before the end of the Promotion Period.*** All contents of any Essay entered in the Promotion must be original. No use of copyrighted materials will be permitted. Each of the Contestant's Essays must be no more than five hundred (500) words in total length. **Each Contestant will be solely responsible for his/her expenses in connection with the preparation, editing and uploading of her/his Essays.** All entries become the property of the Sponsor and will not be acknowledged or returned. **Limit: One entry per person and per e-mail address during the Promotion Period.** All Contestant information (including e-mail addresses) is subject to the respective Privacy Policies of the Promoters. The Promoters are not responsible for lost, late, illegible, mutilated, misdirected or incomplete entries or entries not received by the time designated for the end of the Promotion Period, or for any human or mechanical error that may occur in the processing of the entries in this Promotion. Responsibility for proper completion and handling of entry forms rests solely with the Contestant.

INTERNET PARTICIPATION. Participation in the Promotion must be made from the Website and the Website only. Entries made by any other individual or any entity and/or originating at any other web site or e-mail address, including but not limited to commercial subscription notification and/or entry-service sites, will be declared invalid and disqualified for this Promotion. The use of any device or application to automate the entry, the submission of Essays or any other forms of participation in the Promotion is prohibited.

CONTEST OF SKILL. This Promotion is one of communication skill and deportment. The winning entries will be selected by the Promoters' judges (the "Judges"), based on whether the Contestants meet the judging criteria.

JUDGING CRITERIA. Judges will evaluate each of the fully completed entry forms on a points system based on, among other factors, each Contestant's adherence to the Official Rules, clarity, originality, precision, eloquence, force of compassion relevance and pertinence to the Promotion's goal. Winners' selection will be conducted during the month of April after review by the Judges of applications, references, and personal interviews based on the judging criteria from all eligible

entries. On April 21, 2017, the Judges will announce the Promotion winners. Contestants should explain and demonstrate why they:

Demonstrate considerable effort in completing the budget worksheet and essays. Their budget worksheets and essays display a high level of thought, organization and detail.

Are forward-thinking and goal-oriented. They demonstrate that they are already beginning to think beyond college and planning for their future. They have a clear vision for how this scholarship will help reach their long-term academic and professional goals.

Seek financial stability. They demonstrate a desire to take control of their financial future and are aware of strategies that will help them become financially responsible adults.

Display academic excellence. They are intellectually curious, set high academic goals for themselves and excel in their studies.

Are interested and involved in various extracurricular activities. They are well-rounded individuals who excel in academics, but also realize the power of knowledge outside the classroom. They have multiple outlets to channel their passion, leadership and creativity.

Represent H&R Block values. They share key company attributes:

- o Proactive and highly motivated
- o Inspiring and charismatic
- o Responsible and trustworthy

Are diverse. Scholarship applicants have diverse backgrounds, are from different places and have different academic ambitions.

Essay Specifications. Entrants may input their essays directly into the entry application. The Essays must not exceed five hundred (500) words each, excluding footnotes, and must be written in English. Essays submitted in Document Formats must be double spaced and type-written using a font that is no smaller than 12-points. Any quotations or copyrighted material used in any Essay must be properly identified. Failure to identify quoted or other material not original to the Contestant will result in disqualification. Submissions may not be based, in whole or in part, on any previously published, or any third-party works of another author or essayist, or use of any material that results, directly or indirectly, in a copyright infringement of any kind. **Essays must be submitted before the end of the Promotion Period**, defined above. All Essays must contain only content that, in the sole and unfettered discretion of the Promoters: (a) is suitable for all persons

over the age of 13; (b) excludes sexually explicit, disparaging, libelous or other inappropriate content or any nudity of any kind; and (c) does not contain (1) any commercial content that promotes any product or service; and/or (2) any copyrighted works (other than as may be owned by the Contestant or adequately disclosed in the body of the Essay or in footnotes).

Tie Vote Procedures. In the event of a tie vote among two or more entries, then the earliest submitted entries, from among the tied entries, will determine the selection priority.

Disentitlement. In the event any winner, as the result of the Promoters'/Judges' evaluation of the Contestants and Essays, is disqualified, for any reason, or chooses not to be a Winner, then the Contestant garnering the next highest Judges' score will be declared a derivative winner. If two or more surviving Contestants receive a tying number of votes, and an original Winner resigns, forfeits or is disqualified, then the earliest submitted Essay will be deemed the winner as among the surviving tied entries and shall be declared a winner. Should a derivative winner resign, or be disqualified or forfeit, then a tertiary winner will be selected by the Promoters using essentially the same procedures as were employed to select the derivative winner.

HOW TO CLAIM PRIZES – NOTIFICATION OF WINNERS. Any potential winner will be notified by telephone and/or email. If a potential winner cannot be contacted, fails to respond to the Promoters within three (3) days from the date TMI first tries to notify him/her, and/or the prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternative potential winner may be selected. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion, including without limitation the execution and delivery to Promoters of all required authorizations, waivers, publicity and liability releases and disclaimers ("*Releases*"), including an Affidavit of Eligibility, such individual will be declared as one of the "*winner*s" of the Promotion. Failure to timely deliver the required Releases to the Promoters will result in the disqualification of such putative winner.

Parents/Legal Guardians. Each putative winner must return, within seven (7) business days after a notification attempt, all the Releases personally signed by the winner. If a putative winner is under legal age of majority in her/his state of residency, then the putative winner's (and/or traveling companion's) parent or legal guardian must sign and deliver the Releases for such under-age Contestant or traveling companion. Failure return or deliver the executed Release within the time periods specified, or non-compliance with these Official Rules, or inability to notify the winner (including any alternate winner) will result in that person's

disqualification and forfeiture of the prize, and an alternate winner will be selected in accordance with these Official Rules. If a potential winner cannot be reached after a reasonable effort has been exerted, if s/he is found to be ineligible, s/he cannot or does not comply with these Official Rules, or if her/his prize notification is returned as undeliverable, such person will be disqualified and an alternate will be selected at the Promoters' sole discretion. No prizes will be awarded until the signed Releases are received by the Promoters. The winners will be required to provide the Promoters with her/his telephone number and complete, current, mailing address and Social Security number. No winner will be qualified until her/his entry submission is validated.

PRIZE DESCRIPTION: There will be a total of ~~five (5)~~ **ten (10)** winners of college scholarships. ~~Five (5)~~ **Ten (10)** winners will each receive a \$10,000 scholarship. Each of the scholarships may be used at the higher education institution of the respective winner's choice. The scholarships may only be used to defray costs billed by the college or university. Only accredited 4-year institutions are acceptable. The scholarship money will be paid directly to the university once the winner notifies the Sponsor in writing of what higher-education he/she will be attending and where to send the scholarship money. The scholarship may only be used for items listed on a student's itemized tuition bill that they receive from their college or university which lists the costs of tuition, room and board, activity fees, etc. are listed line-by-line, describing each fee. Checks will only be sent out during the summer, and will only cover the Fall and Spring semesters (with very few exceptions).

DUE DILIGENCE: Sponsor will execute due diligence for each of the prospective winners which includes assessment of the applicant's application and a social media scan. Sponsor will read up to two recommendations letter submitted on behalf of the Contestant. Sponsor will execute legal agreements with Contestants selected as "finalists" (and/or their parents if the potential recipients are under the age of 18) that ensures they adhere to all contest rules and regulations.

PROMOTION AND PRIZE RESTRICTIONS. None of the prizes may be substituted, assigned, changed, exchanged, or transferred or otherwise redeemed for cash, except as provided by this rules. **THE WINNERS ARE SOLELY RESPONSIBLE FOR ALL COSTS AND EXPENSES NOT SPECIFICALLY SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ALL FEDERAL, STATE AND LOCAL TAXES.** Each entry to the promotion must be submitted by the Contestant only, and no surrogates are permitted. **ANY ENTRY REGISTRATION THAT IS ALTERED OR TAMPERED WITH, OR ACCESSED THROUGH IRREGULAR CHANNELS OR MEANS SHALL BE VOID. AUTOMATED OR BULK REGISTRATIONS OR ENTRIES SUBMITTED BY THIRD PARTIES WILL BE DISQUALIFIED. INCOMPLETE, INDECIPHERABLE, CORRUPTED, OR UNTIMELY ENTRIES ARE VOID AND WILL BE DISQUALIFIED.**

GENERAL CONDITIONS. Subject to applicable law, the Promoters reserve the right to change these rules at any time. At the sole discretion of the Promoters, all entries are subject to verification. The Promoters are not responsible for any electronic or typographical error in the printing or reproduction of these Official Rules, administration of the Promotion or in the announcement of the winners. The Promoter's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

CONTESTANT WARRANTIES AND REPRESENTATIONS: Each Contestant:

Exclusive Work. Warrants that s/he is the sole author, creator and owner of her/his Essay, or has adequately credited, or has full permission to use, copyrighted components, and further warrants that the Essay contains no information considered by Contestant's employer, place of business, or any third party to be confidential.

Document Delivery. Agrees to execute and deliver to the Sponsor, in a prompt and reasonable manner, any and all documents necessary to effectuate the assignment of her/his Essay and budget worksheet, and rights thereto, to the Sponsor.

No Infringement. Warrants and represents that his/her Essay is original to the Contestant, and does not infringe the intellectual property rights or any other legal or moral rights of any third party.

Assignment of Rights. Without any promise to pay or payment of monetary consideration whatsoever, irrevocably grants to Promoters and their affiliates, legal representatives, assigns, agents and licensees, the worldwide, royalty-free, non-exclusive, sub-licensable, unconditional, perpetual and transferable right and license to copyright (only as applicable), reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Contestant's name, address, image, voice, likeness, statements, biographical material and Essay, but not limited to, any digital recording and/or performances relating to any of the above items, as well as any additional photographic images, electronic images of any kind, interviews or other materials relating to the Contestant and arising out of his/her participation in this Promotion (with or without using the Contestant's name) (collectively, the "*Additional Materials*") (in each case, as submitted or as edited/modified in any way, whether by the Promoters, their licensees, or assigns, in the Sponsor's sole discretion) in any media throughout the world for any

purpose, without limitation, and without additional review, compensation, or approval from the Contestant or any other party.

Promotional Rights. Irrevocably grants to Promoters the worldwide, royalty-free, non-exclusive, sub-licensable, unconditional, perpetual and transferable right and license to use the Essay, as well as the Contestant's name, likeness and biographical information, for advertising, promotional or commercial purposes, including without limitation, on or in connection with the Website, the Promotion, or other promotions conducted by the Sponsor, and including without limitation, the right to publicly display, perform, reproduce and distribute the Essay in any media format or medium and through any media channels, and each such Contestant hereby releases the Promoters from any liability with respect thereto.

Third-Party Use. Grants to others: (i) the non-exclusive license to access the Essay through the Website; (ii) the ability for the Website's visitors to review, or comment on, or tag the Essays; (iii) the ability for Website visitors to send and distribute the Essays via e-mail or instant messenger; (iv) the ability to access or distribute the Essays via the Website's APIs or via RSS or any similar XML or related feeds; and (v) the non-exclusive license to use, reproduce, distribute, prepare derivative works of and compilations, and display the Essays as permitted through the functionality of the Website and under the Website's Terms of Use.

Indemnification. Agrees to indemnify and hold the Promoters and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "*Indemnitees*"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees at trial and on appeal) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees arising out of or in connection with (a) the Essays or Additional Materials (including, but not limited to, any and all claims of third parties, whether or not groundless, based on the submission of such other material); (b) any breach by Contestant of any warranty, agreement or representation contained in the Official Rules or terms of use or in any documentation submitted by Contestant; (c) the Contestant's conduct during and in connection with this Promotion, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation; or (d) the acceptance of any prize.

TAXES: All federal, state and/or local income and other taxes, if any, are each winner's sole responsibility.

CONSENT AND RELEASE: By entering the Promotion, each participant releases and discharges the Promoters, the judging organization (if applicable), and any other party associated with the development or administration of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "*Sponsor Entities*"), from any and all liability whatsoever in connection with this Promotion.

DISCLAIMERS: (i) Entries that are lost, late, misdirected, incorrect, garbled, or incompletely received or inaccurate entry information, for any reason, including by reason of hardware, software, browser, or network failure, utility outages, malfunction, congestion, or incompatibility at Promoters' servers or elsewhere, will not be eligible. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. The Promoters also shall not be responsible for, without limitation, any injury or damage to entrant's or any other person's computer relating to or resulting from participation in the Promotion; inability to access the Website, or any web pages of the Promoters; or for theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines, or the Internet, or any service provider's facilities, or any website, or for any other reason whatsoever; typographical, printing or other errors, or any combination thereof. If for any reason this Promotion is not capable of running as planned, or if this Promotion or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper operation of the Promotion and processing or accessing of entries in accordance with these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants/Contestants, fraud, technical failures, or any other causes, in the sole opinion of the Promoters corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoters reserve the right, in their sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify or suspend this Promotion, or any portion thereof. If such cancellation, termination, modification or suspension occurs, notification will be posted on the Website. **ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE (INCLUDING THE WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTERS RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Use of bots or other automated process to enter is prohibited and may result in disqualification at the Sponsor's sole discretion. All entries become the property of the Promoters and *will not be* acknowledged or returned. Unless otherwise provided, paper entries are not permitted. No screenshots or mechanically reproduced entries will be accepted. In the event of a dispute about who submitted an entry, the entry will be deemed

submitted by the authorized account holder of the e-mail account entered. The authorized account holder is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An Contestant may be requested to provide the Promoters with proof that a potential winner is the authorized account holder of the e-mail address associated with any winning entry and that all eligibility requirements are met.

APPLICABLE LAWS AND JURISDICTION: This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Missouri.

OFFICIAL RULES ARE FINAL AND BINDING. By entering this Promotion, entrants (including Contestants) acknowledge that they have read and understand these Official Rules and fully and unconditionally accept and agree to be bound by them, and acknowledge compliance with the including, without limitation, eligibility requirements and by the decisions of the Sponsor. Any entrant (including Contestants) disputing these Official Rules shall be disqualified. **FAILURE TO COMPLY WITH THESE OR ANY OTHER OFFICIAL RULES WILL RESULT IN DISQUALIFICATION.** *All decisions of the Sponsor and/or Judges are final and binding on all matters relating to this Promotion.*

CONSTRUCTION OF OFFICIAL RULES. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of one of the Promoters. Neither the Sponsor, TMI, nor any one acting on their behalf will enter into any communications with any Contestant regarding this Promotion, except as expressly set forth in these Official Rules. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The headings of the paragraphs in these Official Rules are for the convenience of reference only, and do not form a part hereof, and in no way define, limit, describe, modify, interpret or construe the meanings of the Sponsor, the scope of these Official Rules, or the intent of any paragraph hereof. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending or submission will not be deemed to be proof of receipt by the Sponsor.

Clarification. Unless the context of these Official Rules clearly requires otherwise, references to the plural include the singular and to the singular include the plural, references to any gender include any other gender, the part includes the whole, the term "including" is not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in these Official Rules refer to these Official Rules as a whole and not to any particular provision of these Official Rules. Any reference in or to these Official Rules or any ancillary agreements includes any and all permitted alterations, amendments, changes, extensions, modifications, renewals, or supplements thereto or thereof, as applicable.

NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF. Each entrant (including Contestants) here-by acknowledges and agrees that the relationship between the Contestant and the Promoters is not a confidential, fiduciary, or other special relationship, and that the Contestant's decision to provide the Contestant's Essays for purposes of this Promotion does not place the Promoters in a position that is any different from the position held by members of the general public with regard to elements of the Contestant's Essays. Each Contestant understands and acknowledges that the Promoters have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to them or being developed by the Promoters' own employees. Each Contestant also acknowledges that many ideas (or stories) may be competitive with, similar or identical to a Contestant's Essays and/or each other in design, theme, idea, plot, format or other respects. Each Contestant acknowledges and agrees that s/he will not be entitled to any compensation as a result of any Promoters' use of any such similar or identical material. Each Contestant acknowledges and agrees that the Promoters do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to any Contestant's Essays respecting, in any manner or context, this Promotion. Further, each Contestant agrees that s/he shall not bring, nor have a right to, equitable relief of any kind in connection with the Promoters' use of Contestant's Essays respecting, in any manner or context, this Promotion.

TERMINATION PROVISIONS. In the event an insufficient number of eligible submissions are received, or if the Promoters are prevented from awarding the prize or continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to: fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike; act of God or of a public enemy; riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g.

SARS), or order of any court, or other cause not reasonably within the Sponsor's control (each a "*Force Majeure*" event or occurrence), then (subject to any governmental approval, as may be required) the Sponsor shall have the right to modify, suspend, or terminate this Promotion. If the Promotion is terminated for a Force Majeure before the end of the designated Promotion Period, the Promoters will (if possible) select the winners from all eligible, non-suspect submissions received as of the date of the event giving rise to the termination. If, for any reason, the Promotion is not capable of running as planned for any cause which reasonably is beyond the control of the Promoters and which corrupts or affects the operation, administration, security, fairness, integrity, or proper conduct of this Promotion, the Promoters may, in their sole discretion, (i) void any suspect entry or (ii) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules up to the time of the impairment. Notwithstanding the foregoing, the Promoters reserve the right to suspend, modify, or cancel this Promotion at any time without notice or obligation. If such cancellation, termination, modification or suspension occurs, the Sponsor will make a commercially reasonable effort to post notice of such on the Website.

IDENTITY CONFLICTS OR DISPUTES. In the event of a dispute as to the identity of a Contestant, the authorized account holder of the email address or telephone line that is used in connection with the entry will be deemed to be the registrant or participant. The "authorized account holder" is the natural person assigned a telephone number by a telephone company or wireless carrier, or an email address by an Internet service or access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. A Contestant may be required to show proof of being the authorized account holder.

ARBITRATION PROVISION. By participating in this Promotion, each Contestant (including in all respects hereafter any winner and her/his traveling companion) agrees that any claim, dispute, or controversy (whether in contract, tort, otherwise) that s/he may have with, or claims s/he may have against, the Promoters arising out of, relating to, or connected in any way with the Promotion, the awarding or redemption of any prize or prizes, or the determination of the scope or applicability of this agreement to arbitrate, shall be resolved exclusively by private, final and binding arbitration administered by the National Arbitration Forum ("*Forum*") and conducted before a sole arbitrator pursuant to the Forum's Code of Procedure. Further, each Contestant agrees that: (a) This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("*FAA*"), 9 U.S.C. §§ 1-16; (b) the arbitration shall be held at a location determined by the Forum pursuant to the Code of Procedure (provided such location is reasonably convenient for Contestant), or at such other

location as may be mutually agreed by the Contestant and the Sponsor/Promoters; (c) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Contestant may have entered into in connection with the Promotion; (d) the arbitrator shall apply Missouri law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (e) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the Contestant's and/or the Sponsor's/Promoters' individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; and (f) the arbitrator shall not have the power to award punitive damages against the Contestant, the Sponsor or Promoters. Moreover, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Code of Procedure established by the Forum, 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. For more information on the Forum and/or the Forum's Code of Procedure, please visit their website at www.arb-forum.com or contact the Forum at National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, (877) 655-7755.

RELEASES; INDEMNIFICATION. By participating in this Promotion, each Contestant releases the Promoters, and each of their parent companies, partners, stockholders, affiliates, subsidiaries, directors, officers, agents, employees, advertising agencies, suppliers, and all others associated with the development and execution of the Promotion from and against any and all liability, claims or actions of any kind whatsoever in connection with Promotion participation, or in the receipt, possession, ownership or use of any prize awarded in connection with the Promotion, or while traveling to or from any Promotion event and/or participating in any prize-related activity with respect to or in any way arising from the Promotion and/or acceptance or use of any prize, including, without limitation, liability for personal injury, damages or loss.

Release of Claims. Each Contestant agrees to (i) indemnify and hold the Promoters, harmless from any and all liability resulting or arising from the Promotion, and (ii) release all rights to bring any claim, action or proceeding against the Promoters. All Contestants hereby acknowledge that the Promoters have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including express warranties provided exclusively by any prize supplier that may accompany a prize. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply.

PUBLICITY RELEASE/PRIVACY. Except as otherwise stated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with the privacy policy found on the Website and with the consent given by an Contestant at the time of entry. Any communication or information transmitted to the Sponsor and/or the Website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. **IF YOU DO NOT WANT YOUR PERSONAL INFORMATION USED IN THE MANNER DESCRIBE HEREIN, DO NOT ENTER THIS PROMOTION.**

FURTHER DOCUMENTATION. If the Promoters shall desire to secure additional assignments, certificates or other documents as the Promoters may reasonably require in order to effectuate the purposes and intents of these Official Rules and the Promotion, then each Contestant agrees to promptly sign and deliver to the Promoters the same upon the Promoters request therefor.

DATES, DEADLINES, NUMBER OF CONTESTANTS. Due to the unique nature and scope of this Promotion, the Promoters reserve the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules. The Sponsor is not able to accurately predict the number of entrants that will participate in this Promotion.

WINNER LIST: For the names of the winner, send a self-addressed stamped envelope, within six (6) months of the Drawing Date, to: Kary Perez, TMI Winner List: H&R Block Scholarship, 19 W. 21st St., 8th Floor, New York, NY 10010

SPONSORSHIP: This Promotion is sponsored by HRB Tax Group, Inc. (One H&R Block Way, Kansas City, MO 64105).