Official Scholarship Rules
“Gibson Gives Scholarship”
Presented By
Save the Music Foundation, Inc.
(a New York 501(c)(3) nonprofit corporation)

BY PARTICIPATING IN THIS PROMOTION, YOU ARE PROVIDING YOUR INFORMATION TO SPONSORS AS PROVIDED BELOW.

1. Entry Period: The “Gibson Gives Scholarship” (the “Scholarship”) entry period commences on March 22, 2023 and ends on May 1, 2023 (the “Entry Period”). All entries must be received by 11:59:59 AM EST on May 1, 2023.

2. Scholarship Overview: The Scholarship is provided by Gibson’s philanthropic arm Gives Gives (“Gibson Gives”) to Applicants (as hereinafter defined) with a demonstrated interest in pursuing a music career. Each Applicant will submit a cover letter, letter of recommendation and, if desired, one (1) work example (i.e., song or production) (the “Example”). The Judges (as defined herein) will determine the Scholarship recipient(s) (each, a “Scholarship Recipient” and, if applicable, collectively, the “Scholarship Recipients”) based on the Judging Criteria (as hereinafter defined). Scholarship Recipient(s) shall be chosen within thirty (30) days following the expiration of the Entry Period (the “Judging Period”).

3. Eligibility: This Scholarship is open to Applicants who: (a) are high school seniors of communities that are underserved in the Unites States (each, an “Eligible School District”); (b) have a demonstrated interest in pursuing a music career; and (c) submit the cover letter, letter of recommendation and, if desired, the Example (the “Eligibility Criteria”). An Individual who submits the cover letter, letter of recommendation and, if desired, the Example to Save The Music is referred to as the “Applicant”. Employees and their immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings whether or not living in the same household) of MTV Entertainment Group, a division of Paramount Global Inc., Save the Music Foundation, Inc., Gibson Gives (“STMF” or “Sponsors”), and each of their respective parent, subsidiary and affiliated companies, sponsors, advertising agencies, third party fulfillment agencies, agents, employees, officers, directors, successors and assigns (collectively, with Sponsors, the “Scholarship Entities”) are not eligible to apply for the Scholarship. By participating in this Scholarship, Applicants agree to: (a) be bound by these Official Rules and by the interpretations of these Official Rules by Sponsors, and by the decisions of Sponsors, which are final in all matters relating to the Scholarship; (b) release, discharge and hold harmless the Scholarship Entities and other entities and/or individuals engaged in the development or execution of the Scholarship from and against any and all claims, injury or damage arising out of or relating to participation in this Scholarship and/or use or misuse or redemption of the Scholarship Award and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action; and (c) acknowledge compliance with these Official Rules. Sponsors reserve the right, in their sole
discretion, to disqualify any Applicant who is under a third-party agreement which Sponsors deem as contradictory to the nature of this Scholarship.

4. To Enter: Applicant should visit the Save the Music website at any time during the Entry Period at [https://www.savethemusic.org/](https://www.savethemusic.org/) (the “Website”) and navigate to the Gibson Gives Scholarship (the “Scholarship Site”), in order to access the Scholarship application form (together with the Example, the “Application”). Application for the Scholarship requires that Individual submit the Example, provide Individual’s name and contact information as well as other information including, but not limited to, the name of their high school and the contact information of the teacher or administrator who has nominated them. Once Applicant has accessed the Scholarship application form they must: (a) follow the online instructions to complete all required fields completely and accurately, (b) if desired, electronically submit their Example as instructed, in a format and file size specified on the Scholarship Site, (c) electronically agree to Sponsors’ [Privacy Policy](https://www.savethemusic.org/privacy-policy) and [Terms of Use](https://www.savethemusic.org/terms) and these Official Rules and (d) submit the entry as directed. The Example must be in an acceptable format and file size supported by the Scholarship Site. The Example must be Applicant’s original work and may not contain elements which are/have been created, developed, copyrighted, trademarked and/or patented by third parties or which are owned or subject to proprietary or licensing rights of or by an entity other than Applicant(s) personally and in their individual capacity(ies). Any Example that does not meet the requirements of this paragraph will not be accepted or will otherwise be disqualified. Individual may submit only one (1) Example, during the Entry Period.

The Applicant represents and warrants that he/she has the authority to submit all materials in connection with the Scholarship. The Applicant acknowledges and agrees that Sponsors have the right, but not the obligation to post the Example (or an excerpt thereof) on the Scholarship Site. Example material posted on the Scholarship Site may differ from the Example material originally submitted due to technical errors, problems, compatibility or other issues, and Sponsors have no liability related thereto.

All Examples will be reviewed for content before being published, posted or judged; however, such review does not relieve the Applicant from responsibility for compliance with these Official Rules. Delivery of the Application is the sole responsibility of Applicant. Proof that Individual submitted an Application for the Scholarship does not constitute proof or evidence that Sponsors actually received it within the Entry Period.

Examples that do not comply with these Official Rules or that otherwise contain prohibited, or inappropriate content as determined by the Sponsors, in their sole discretion, will be disqualified and will not be published or considered. Sponsors shall make the final determination as to which Examples are eligible to take part in this Scholarship and be considered for inclusion. From time to time during the Entry Period, Sponsors may, in their sole discretion, choose to feature some recent Examples on the Website or social media channels. Being featured on the Website or via social media channels is unrelated to the voting process or Judging Criteria and in no way reflects the possibility of the Example being considered for the Scholarship.

Sponsors do not endorse any Example or any opinion, recommendation, or advice expressed therein, and the Sponsors expressly disclaim any and all liability in connection with Examples.

In the event of a dispute over who submitted a winning Application, the authorized contact information used to apply for the Scholarship at the actual time of entry will be deemed to be the Applicant. The authorized
Applicant is defined as the natural person who provided their name and email address at entry. All Entries become the property of Sponsors and will not be acknowledged or returned. All Entries must comply with the Sponsors’ Terms of Use and these Official Rules. If Individual does not agree to Sponsors’ Terms of Use, Applicant should not enter the Scholarship or otherwise use the Scholarship Site. Creating multiple accounts in order to exceed the limits on Entries permitted by these Official Rules may result in the disqualification of such Applications.

Applicant agrees that: (i) he/she has all rights in and to the contents of the Example and all components thereof, and that Applicant has obtained all rights, consents and permission, including but not limited to those of persons referred to in the Example, necessary to grant the rights granted herein; (ii) the Example does not and will not violate any law, statute, ordinance or regulation; (iii) the Example is free and clear of any liens or claims with respect to the use of the Example in the manner authorized herein and will not give rise to any claims of infringement, invasion of privacy or publicity or claims, or infringe on any rights or interests of any third party, or give rise to any claims for any payment whatsoever, including but not limited to claims for re-use fees or residuals; and (iv) the Example is not and will not be defamatory, trade libelous, pornographic or obscene.

Applicant agrees, that by entering into this Scholarship he/she is granting Sponsors (and any and all of Sponsors’ subsidiaries and affiliates and affiliated broadcast stations and networks, successors and assignees and licensees) the non-exclusive, worldwide irrevocable right and license, but not the obligation, to broadcast, copy, reproduce, edit, dub, rebroadcast, transmit, record, publicly perform and distribute and synchronize in timed relation to visual elements, the Examples and a brief description of the Example(s) and/or any portions or excerpts thereof, in any manner, an unlimited number of times, in any and all media, now known or hereafter devised throughout the universe, in perpetuity, for the purpose of advertising, promoting and publicizing, the Scholarship, Sponsors, Sponsors’ worldwide programming services and/or any other Sponsors’ websites in any and all media throughout the universe and may authorize others to do so; such advertising, promotion and publicity may include portions and excerpts, in addition to cut-in, synchronized, dubbed and superimposed versions of the Examples. Applicant acknowledges that Sponsors may use the Examples in accordance with the permission granted herein without any payment to the undersigned or any third party.

Applicant agrees that Examples shall not contain, include or involve prohibited content (e.g., commercial products, trademarks, etc…), or any content, language, display, materials and/or images that is or could be considered inappropriate, unsuitable or offensive, as determined by Sponsors in their sole discretion.

Sponsors are not obligated to, use, publish, display or broadcast any Examples submitted with an entry. Individual acknowledges that Sponsors will rely on Applicant(s)’ agreement and compliance with these Official Rules when Individual submits or attempts to submit the entry. Sponsors reserve the right to reject any entries that they deem, in their sole discretion, to violate any of their respective “Standards and Practices” policies, Terms of Use, or the terms and conditions set forth in these Official Rules. Sponsors may modify or edit any materials related to a Scholarship entry or request Applicants to do so, so that such materials meet such guidelines.
All entries submitted in accordance with these Official Rules shall be collectively hereinafter referred to as the “Eligible Applications”. Incomplete or inaccurate entries are void.

5. Judges and Judging Criteria: The official judging panel will be comprised of a panel of representatives from Sponsors (the “Judges”). During the Judging Period as detailed in Paragraph 2, the Judges will judge the material submitted based on the following equally weighted judging criteria: originality, creativity and description of your desired music career.

The final determination of the Scholarship Recipient(s) and the application of the Judging Criteria shall be in the sole and absolute discretion of Sponsors. Sponsors reserve the right to extend the Judging Period or to not select the Scholarship Recipient(s) if Sponsors determine, in their sole and absolute discretion, that entries received did not meet the minimum qualification standards based on the Judging Criteria specified herein. To the extent permitted by law, Sponsors disclaim any liability from, and Applicants, whether or not a Scholarship Recipient, agree to waive, any claims against, Sponsors relating to the judging, voting or awarding process. Sponsors reserve the right to select an alternative Scholarship Recipient in the event that any Scholarship Recipient fails to comply with these Official Rules. Scholarships are not transferrable, and no substitutions are permitted, except in the sole discretion of Sponsors.

6. Scholarship Recipient Selection/Notification: Scholarship Recipient(s) shall be selected as described in Paragraph 5 above by the Judges on or around May 15, 2023. Sponsors will make up to two (2) attempts over the twenty-four (24) hour period following the Scholarship Recipient’s selection to contact such Scholarship Recipient. If any Scholarship Recipient cannot be reached during the twenty-four (24) hour period in which he/she is called (no messages will be left on answering machines or voicemail systems) the potential Scholarship Recipient will be disqualified and an alternative Scholarship Recipient will be selected from among the remaining Eligible Applications. In addition, Sponsors reserve the right to select an alternative Scholarship Recipient from the Eligible Applications in the event that any of the Scholarship Recipients fail(s) to comply with these Official Rules or become ineligible for any reason, in Sponsors’ sole discretion. The Judges reserve the right to conduct a phone interview with some or all of the Scholarship Recipients and/or a representative from a Scholarship Recipient(s) school during the judging process. Scholarship Recipient(s) must complete any additional legal documents provided by Sponsors. The Scholarship Recipient(s) must sign (a) an affidavit of eligibility and release of Sponsors, and their corporate parents, subsidiaries affiliated entities, advertising agencies, promotional agencies and their respective employees, from any and all liability, claims, demands and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Scholarship or the use or acceptance of the Grand Prize as applicable, or any portion thereof, to be eligible for the Grand Prize (as applicable), as applicable; and (b) except where prohibited by law, a promotional release granting the right to use his or her name and likeness for advertising and publicity purposes without additional compensation. Additionally, Applicants may be required to provide references (upon request) that verify an Application’s accuracy. Application for this Scholarship constitutes Applicant’s agreement to sign such releases and his/her understanding that receipt of the Scholarship (if selected as the Scholarship Recipient) is contingent upon his/her agreement to sign all required releases granting permission to award the Scholarship to such Scholarship Recipient. Scholarship Recipient must also complete any additional legal documents provided by Sponsors and return them to Sponsors within three (3) days after receipt of such documents. Noncompliance may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY
SCHOLARSHIP RECIPIENT (AT SPONSORS’ SOLE DISCRETION) WILL RESULT IN SUCH SCHOLARSHIP RECIPIENT’S DISQUALIFICATION AS THE SCHOLARSHIP RECIPIENT OF THE SCHOLARSHIP AND ALL PRIVILEGES AS THE SCHOLARSHIP RECIPIENT WILL BE IMMEDIATELY TERMINATED. Upon receipt of the Scholarship or any portion thereof, Scholarship Recipient is required to comply with any and all applicable federal, state and local laws, rules and regulations in addition to any federal, state and local taxes which may become due with respect to the Scholarship, as applicable.

7. Scholarship: The Scholarship Recipient shall receive a 1) one Gibson guitar that best serves the Recipient’s educational needs within a value cap determined by Gibson Gives; and 2) $5,000 towards the tuition of a post-secondary college, university, trade school, academy, or course of learning as chosen by the Recipient. The Sponsor reserves the right to change, amend or otherwise modify the list of awards in its sole discretion. All costs and expenses associated with Scholarship acceptance and use not specifically listed above as being provided, are solely Scholarship Recipient’s responsibility.

8. General Scholarship Terms: The total approximate retail value (the “ARV”) of the Scholarship is estimated to be between Five Thousand Dollars ($5,000) and Seven Thousand Dollars ($7,000) and is subject to change based on current market conditions and/or products provided, at time of Scholarship fulfillment. The date for fulfillment of the Scholarship will be sometime between May 15, 2023 and December 31, 2023 subject to change in Sponsors’ sole discretion. Arrangements for the fulfillment of the Scholarship will be made by Sponsors or a third party on Sponsors’ behalf. Any difference between the ARV and the actual value, if any, will not be rewarded. If for any reason any Scholarship-related event is delayed, cancelled or postponed, or, if in the unforeseen event that the Course should become unavailable for any reason, Sponsors reserve the right, but are not obligated, to cancel or modify the Scholarship in their discretion and may, in Sponsors’ sole discretion, award a substitute course or a cash prize of One Thousand Five Hundred Dollars ($1,500.00) to Scholarship Recipient. Upon receipt of the Scholarship or any portion thereof, Scholarship Recipient, as applicable, is required to comply with any and all applicable federal, state and local laws, rules and regulations in addition to any federal, state and local taxes which may become due with respect to the Scholarship, as applicable.

9. General Terms: Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY THE SCHOLARSHIP RECIPIENT OR ANY BEHAVIOR BY THE SCHOLARSHIP RECIPIENT THAT WILL BRING SUCH SCHOLARSHIP RECIPIENT OR ANY OF THE SPONSOR ENTITIES INTO DISREPUTE (AS DETERMINED BY THE AFFECTED SPONSOR ENTITY IN ITS SOLE DISCRETION), WILL RESULT IN SUCH SCHOLARSHIP RECIPIENT’S DISQUALIFICATION AS THE SCHOLARSHIP RECIPIENT AND ALL PRIVILEGES AS THE SCHOLARSHIP RECIPIENT WILL BE IMMEDIATELY TERMINATED.

STMF and Sponsor entities are not responsible for lost, late, stolen, incomplete, illegible, inaccurate, undelivered, delayed or misdirected Applications. STMF and Sponsor entities assume no responsibility for incorrect or inaccurate Application information whether caused by any of the equipment or programming
associated with or utilized in this Scholarship or by any human error which may occur in the processing of the Applications. STMF and Sponsor entities are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, or any incomplete, lost, late, delayed, misdirected or garbled votes or failure to receive votes, including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Scholarship. STMF and Sponsor entities are not responsible for any typographical or other error in the printing of the offer, administration of the Scholarship, or in the announcement of the Scholarship Recipient. If, for any reason, the Scholarship is not capable of running as planned, including, without limitation, changes in on-air programming, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of STMF and Sponsor entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Scholarship or for any reason that STMF and Sponsor entities deem it necessary, Sponsors reserve the right in their sole discretion to modify or terminate the Scholarship in the event of any act, occurrence, or reason that Sponsors believe would corrupt the integrity, administration, or fairness of the Scholarship. Sponsors reserve the right in their sole discretion to cancel, terminate, modify or suspend the Scholarship, and to determine the Scholarship Recipient in its sole discretion. Should the Scholarship be modified or terminated prior to the stated expiration date, notice will be posted on the Scholarship Site and the Scholarship may be awarded to a Scholarship Recipient to be selected from among all Eligible Applications received up until and/or after (if applicable) the time of modification, cancellation or termination, or in a manner that is fair and equitable as determined by Sponsors. All interpretations of these Official Rules by Sponsors and decisions of Sponsors are final. Sponsors reserve the right in their sole discretion to disqualify any individual they suspect or find: (a) to be acting in violation of these Official Rules; (b) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (c) to have provided inaccurate information on any legal documents submitted in connection with this Scholarship.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SCHOLARSHIP IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SCHOLARSHIP AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE SCHOLARSHIP. EACH APPLICANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL APPLICANT BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING REASONABLE ATTORNEYS’ FEES, OTHER THAN PARTICIPANT’S ACTUAL OUT-OF-POCKET EXPENSES (I.E. COSTS ASSOCIATED WITH ENTERING THIS SCHOLARSHIP), IF ANY, AND APPLICANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.
Applicants agree to indemnify, defend and hold harmless each of the STMF and Sponsor entities and each of their respective affiliated companies, parents, sponsors, subsidiaries, officers, directors, employees, agents, members (collectively, the “Indemnified Parties”) from and against any and all liabilities, claims, suits, losses, damages, expenses and costs (including, but not limited to reasonable attorneys’ fees) and actions of any kind resulting or arising from: (i) the Scholarship, (ii) any breach or violation of any representation, warranty, obligation or covenant made by each Applicant herein, (iii) the acceptance, possession, use, misuse, or nonuse of any prize; (iv) participating in or traveling to any promotion-related activity; or (v) claims based on publicity rights, defamation or invasion of privacy. and each Applicant agrees to release all rights to bring any claim, action or proceeding against the Indemnified Parties, and hereby acknowledge that the Indemnified Parties 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 the Grand Prize.

Past experience has confirmed that Scholarships and other competitions generate substantially similar submissions or Entries which closely resemble concepts and ideas that have been independently developed by any one or more of STMF and the Sponsor entities before or after the Scholarship. Accordingly, Applicants may subsequently see a presentation by any one or more of STMF and the Sponsor entities which seemingly incorporates an idea or concept or includes materials similar to that contained in their Entries. Any similarity is purely coincidental and unavoidable in light of the volume of ideas which STMF and the Sponsor entities routinely consider in the course of their business.

Sponsors reserve the right to update or modify these Official Rules, if necessary, for clarification purposes without materially affecting the terms and conditions of the Scholarship.

9. Applicant’s Personal Information: Information collected from Applicants is subject to STMF’s Privacy Policy: https://www.savethemusic.org/privacy-policy/.

10. Request for Names of Scholarship Recipient and Official Rules: For the names of the Scholarship Recipient and/or Official Rules, send a self-addressed stamped envelope to:

Save the Music Foundation, Inc.
RE: “Gibson Gives Scholarship”
Attn: Henry Donahue
1515 Broadway, New York, NY 10036

All requests for a copy of the Official Rules and for the names of the Scholarship Recipient must be made by December 31, 2023. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the names of the “Scholarship Recipient”. Vermont residents may omit return postage if requesting a set of Official Rules.

11. Sponsors: This Scholarship is sponsored by Save the Music Foundation, Inc., 1515 Broadway New York, NY 10036, and Gibson.