

Nelson's Civic Leadership Scholarship

Terms and Conditions

These terms and conditions (the “**Terms**”) govern the Nelson Education Ltd. (“**Nelson**”) *Nelson Civic Leadership Scholarship* program (the “**Program**”) and the awarding of scholarships (the “**Scholarships**”) under such Program.

By applying to the Program, you acknowledge and signify that you have read, understood, and agreed to be bound by these Terms and the terms of Nelson's privacy policy <http://www.nelson.com/privacy.html> (the “**Privacy Policy**”). If you do not agree with the Terms, or with the Privacy Policy, you may not apply to the Program for a scholarship.

If you are under the age of 18, you must have permission from a parent or guardian to submit an application to the Program.

1. Modifications, Amendments to Program

Nelson may, in its sole discretion, modify, amend or cancel the Program, or change, supplement or amend these Terms from time to time, for any reason, with reasonable notice and without liability to you or any other person. The date when these Terms were last updated is noted at the top of this page.

If Nelson makes material changes to the Program or to these Terms, Nelson will make reasonable efforts to provide notice of such changes by posting an announcement on its website and/or by sending you an email. Material changes will be binding thirty (30) days after such changes have been introduced and for which notification has been made.

2. Eligibility

To be eligible to apply for the Program, the following criteria must be met:

- a) You must be a student who resides in a Canadian province or territory. Quebec residents are excluded.
- b) You must have completed your high school diploma by August 1, 2016 and will be enrolled full-time in an undergraduate degree or diploma program in a recognized publicly funded Canadian university or college in the Fall 2016 academic term.
- c) You must have a minimum cumulative average of 80% in the final year of high school.

The following persons are NOT eligible to receive a Scholarship:

- (a) employees of Nelson;
- (b) employees of Nelson's American affiliates;
- (c) children and relatives of Nelson employees;
- (d) Program applicants who provide false information to Nelson at any time; and

(e) individuals who are not Canadian citizens.

3. Submitting a Scholarship Application

By submitting a Scholarship application (an “**Application**”), you represent to Nelson that, if you are under the age of 18, you have permission from a parent or guardian to submit such Application to the Program.

An Application is comprised of:

- a) Online application form;
- b) 500–750-word essay detailing your civic leadership activities, whereby “civic leadership” is defined as volunteer activities that positively contribute to the common good of a community and positively impact individuals, organizations, and issues;
- c) Reference letter from a high school teacher.

When submitting an Application, you are required to certify that all the information provided in such Application, together with all accompanying documents, is true, accurate and complete to the best of your knowledge. This certification is binding upon you, and failure to provide such certification and/or provide true, accurate and complete information will disqualify you from the Program.

You represent to Nelson that the essay submission contained in your Application is an original essay, written by you. Coauthored essays are not accepted. In the event you are selected as the recipient of a Scholarship (the “**Recipient**”), you grant to Nelson an irrevocable, nonexclusive, worldwide license to copy, distribute, display or otherwise use such essay, or parts of such essay, in the promotion of the Program and/or the Scholarships, and you acknowledge and agree that any moral rights that you have in such essay are waived.

Nelson will rely on the information you provide in your Application. You will be solely liable and responsible for any and all loss, damage, and additional costs that you, Nelson or any other person may incur as a result of your submission of any false, incorrect or incomplete information.

Applications are reviewed and evaluated by Nelson, together with Scholarship judges. All information you provide to Nelson, including information contained in your Application, is subject to Nelson’s Privacy Policy, which can be found at <http://www.nelson.com/privacy.html> . Nelson’s Privacy Policy governs the collection, use and disclosure of personally identifiable information and constitutes, with these Terms, a binding agreement between you and Nelson as regards your application to, and/or participation in, the Program.

4. Selection Process

Recipients will be selected based on their civic leadership, grades, and other factors including, without limitation, community involvement (such as extracurricular activities or part-time work and special circumstances) as demonstrated in their Application.

One Recipient will be selected from each of:

- 1) Western Canada (British Columbia, Alberta, Saskatchewan, Manitoba, Yukon, Northwest Territories, or Nunavut); and
- 2) Ontario; and
- 3) Atlantic Canada (New Brunswick, Nova Scotia, Prince Edward Island, or Newfoundland and Labrador).

5. Scholarship Awards

In addition to the above eligibility criteria and further to the selection process, the award of a Scholarship under the Program shall be contingent on:

- (a) the Recipient's full acceptance of an admission offer made from one of the following accredited Canadian colleges or universities (each, an "Institution"):

<http://cicic.ca/868/Search-the-Directory-of-Educational-Institutions-in-Canada.canada>
- (b) the Recipient's provision to Nelson of:
 - i. two (2) reference letters;
 - ii. a copy of such applicant's high school transcript, evidencing completion of secondary school studies;
 - iii. a copy of the offer letter from the relevant Institution; and
 - iv. proof of payment of tuition fees to the relevant Institution (the first installment of tuition fees must have been paid to the Institution by August 31, 2016);
- (c) the Recipient's written consent to Nelson's use and disclosure of the Recipient's name, city and province of residence, photograph and essay submission, without compensation to such Recipient, for the purposes of promoting the Program and/or Scholarship, and in accordance with the terms of the Privacy Policy; and
- (d) the Recipient's granting to Nelson of an irrevocable, nonexclusive, worldwide licence to copy, distribute, display or otherwise use such Recipient's photograph, whether independently or collectively with the Recipient's name or city and province of residence information, in the promotion of the Program and/or the Scholarships, which licence shall be deemed to be granted to Nelson on the Recipient's acceptance of a Scholarship.

The 2016 Scholarship shall have a value of no more than CAD \$5,000 and shall be paid to the Recipient upon satisfaction of the above conditions and, in any event, no earlier than November 1, 2016.

Scholarships may be terminated at any time by Nelson, upon the occurrence of any behaviour on the part of the Recipient that Nelson deems, in its sole discretion, to be inappropriate.

6. Other Matters

Recipients shall be solely responsible for informing themselves as to the tax consequences of receiving a Scholarship.

Recipients acknowledge and agree that breach of any provision of these Terms shall result in such Recipient no longer qualifying for the Scholarship. Recipients expressly agree that breach of any provision of these Terms shall require such Recipient to repay to Nelson, within thirty (30) days of Nelson's discovery of such breach, all Scholarship monies issued to such Recipient under the Program.

Over the course of the Application process or your participation in the Program, you may receive electronic communications from Nelson relating to the Program or as a result of your relationship with Nelson. By agreeing to these Terms, you are consenting to Nelson communicating with you via electronic means. Please refer to the Privacy Policy at <http://www.nelson.com/privacy.html> for further particulars regarding Nelson's sending of such electronic messages. Where Nelson communicates with you electronically to provide you with legal notices, such as notices regarding the Privacy Policy and these Terms, such notices will govern your participation in the Program, and you shall be responsible for reviewing them.

These Terms and the Program shall be governed solely by the laws of the Province of Ontario and the federal laws of Canada applicable therein.