

# **New York Life Financial Empowerment Scholarship Program Official Rules**

**NO PURCHASE, PAYMENT OR DONATION IS NECESSARY TO APPLY. A PURCHASE, PAYMENT OR DONATION OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF BEING SELECTED TO RECEIVE A SCHOLARSHIP.**

## **1. Eligibility**

New York Life Financial Empowerment Scholarship Program (the “Scholarship”) is open to legal residents of the 50 United States (and the District of Columbia) who are high school seniors (graduating high school in 2025) or high school juniors (graduating high school in 2026) at the time of entry. Children of employees and agents of New York Life Insurance Company (“New York Life”) and its subsidiaries, Zogo, Inc., and Scholarship America, Inc. (“SAI”) are not eligible. Void where prohibited. To apply for the Scholarship or to be eligible to receive the Scholarship Award (“Award”) (as defined in Section 7), you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the administrators, SAI, and the Sponsor, whose decisions shall be binding and final in all respects relating to this Scholarship. The Scholarship is governed by these Official Rules and is subject to all applicable federal, state, and local laws.

IMPORTANT NOTE: Applicants who are under the legal age of majority in their jurisdiction of residence must obtain consent of their parent or legal guardian to enter and the latter must execute required documentation by and on behalf of their minor child.

## **2. Sponsor**

New York Life, 51 Madison Avenue, New York, NY 10010.

## **3. Scholarship Application Period**

The Scholarship application period begins May 5, 2025, at 6:00 a.m. Central Time and ends August 25, 2025, at 3:00 p.m. Central Time (“Scholarship Application Period”). Sponsor is the official time-keeper for this Scholarship Application Period.

## **4. How to Apply for the Scholarship**

To be eligible for the Scholarship, you must download the ZOGO App and register an account using an access code provided by New York Life. Then you will be able to participate in the New York Life Financial Learning Literacy Challenge on the Zogo App (the “Challenge”), and complete required number of modules (“modules”). Each module focuses on a different financial literacy concept. You must complete at least 25 modules to be eligible to apply for the Scholarship. If you complete at least 25 modules you will be eligible to apply for the \$10,000 Award. If you complete at least 50 modules you will be eligible to apply for both the \$20,000 Award and the \$10,000 Award. SAI will cross reference Scholarship applicants with their respective Zogo App accounts to verify completion of the required number of modules.

You may earn points when completing modules. Points earned have no bearing on applying for or being considered for the Scholarship.

Once you complete the modules, you will go to <https://scholarshipamerica.org/scholarship/nylfes/> and find the “New York Life Financial Empowerment Scholarship Program” where you will be required to

provide certain information to complete your application for the Scholarship (the “Submission”), including writing an essay on the topic as instructed on the website.

Submission Requirements:

- Must be your own work and original. (You cannot copy someone else’s materials or have someone else write your Submission or complete your modules.)
- Must be truthful and accurate.
- Must not use any Artificial Intelligence (AI) or Large Language Model (LLM) in the creation of the Submission.
- Must be written in English.
- Must not include any profanity or otherwise be inappropriate.

A student may only apply for the Scholarship once. However, a student who completes at least 50 modules of the Challenge will be eligible to apply for both the \$10,000 and \$20,000 Awards whereas the student who completes at least 25 modules will be eligible to apply for the \$10,000 Award only. Any other attempt to submit more than one application for the Scholarship will void all Submissions for the Scholarship. Students may apply for other scholarships available through SAI. Use of any automated system to participate is prohibited and will result in disqualification. The applicant is solely responsible for lost, late, incomplete, invalid, illegible or misdirected entries, which will be disqualified. Applications submitted or completed by anyone other than the Applicant are void. SAI will confirm receipt of applications upon completion.

## **5. Scholarship Selection Determination**

Submissions will be evaluated and scored based on the following criteria:

- Academics
- Personal details (activities, goals, etc.)
- Essay

Applicants will be placed in one of four Zones based on an applicant’s state of residence as follows:

- Northeast Zone (CT, DE, MA, ME, NH, NJ, NY, PA, RI, VT)
- South Central Zone (AL, DC, FL, GA, IN, KY, MD, MI, MS, NC, OH, SC, TN, VA, WV)
- West Central Zone (AR, CO, IA, IL, KS, LA, MN, MO, ND, NE, NM, OK, SD, TX, WI)
- Pacific Zone (AK, AZ, CA, HI, ID, MT, NV, OR, UT, WA, WY)

The Award recipients will be selected from the applicants with the highest overall scores from each Zone. Each Zone will be awarded two (2) \$20,000 Awards and three (3) \$10,000 Awards.

In the event of a tie, the Sponsor shall select the Award recipient based on the Essay criteria. Sponsor reserves the right to award fewer than the stated number of Awards in the event an insufficient number of eligible Submissions per Zone are received, as determined by the Sponsor, in its sole discretion. All decisions of the evaluators are final on all aspects of the Scholarship. Evaluation scores will not be revealed or publicly announced.

The Award recipient will be notified by phone and/or email (in Sponsor’s sole discretion) using the contact details provided with registration on or about seven (7) business days after the evaluation process is complete. The recipients will have seven (7) calendar days from the time of the first notification to respond or the Award will automatically be forfeited and an alternate recipient may be

selected. Award recipients (or if a minor their parent/legal guardian) will be required to complete, sign, and return an Affidavit of Eligibility, Liability and, where lawful, Publicity Release within seven calendar (7) days of notification, or else the Award will be forfeited and an alternate recipient may be selected for the applicable Zone / level from remaining eligible submissions received using the same evaluation criteria. Additional documents may be required as determined by Sponsor and/or Institution as applicable.

**6. POTENTIAL AWARD RECIPIENTS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE AWARD RECIPIENTS AND OTHER MATTERS RELATED TO THE SCHOLARSHIP.**

**7. Scholarship Awards**

A total of \$280,000 in scholarships is available (each an "Award"). There is a total of 20 Awards available.

- Eight (8) twenty-thousand-dollar (\$20,000) Awards (2 will be awarded per Zone)
- Twelve (12) ten-thousand-dollar (\$10,000) Awards (3 will be awarded per Zone)

Awards will be paid in U.S. dollars, within two years of the Award being accepted by the recipient, upon receipt of all completed documentation from the recipient necessary to process the payment and confirm eligibility and will be made payable directly to the Institution, at which the eligible recipient is accepted and enrolled, and mailed to the recipient's home address. Institution is defined as an accredited two-or four-year U.S. brick-and-mortar or online college or university (undergraduate students must be enrolled for at least 6 credit hours per semester) or trade or vocational school.

Awards must be used towards the recipient's education-related expenses as determined by Sponsor and Institution (e.g., tuition, fees, books, supplies and required materials), and excludes non-education related expenses (e.g. room and board, activities, travel, etc.). The Award payment will be made as a single one-time payment and will be applied to the eligible recipient's student account at the Institution and will be subject to the limitations of the Institution's payment requirements. All Award payments will only be applied if the recipient remains enrolled at the time the Award is to be paid and in good standing at the Institution or else the Award will be forfeited. Award payments will be made within a three-month timeframe and/or at an agreed upon time between the Sponsor and recipient.

If any Award recipient is officially subject to suspension or expulsion from their Institution for any reason, brings public scandal or disrepute onto Sponsor, becomes ineligible (by for example taking less than 6 credit hours per semester), withdraws without proof of transfer to alternate accredited Institution, or subsequently becomes otherwise ineligible for the Award for any other reason, any portion of their Award that is remaining, unused, unclaimed, un-awarded, or unearned will be immediately subject to forfeiture by such recipient, and such remaining Award amount will be immediately due and returnable to the Sponsor. Provided an Award recipient remains eligible (and compliant with these Rules, Affidavit, and subsequent Scholarship related documentation), it is each recipient's sole responsibility to arrange for and execute all documentation required by Sponsor and/or the Institution. Awards, their use, details, limitations and restrictions and any other elements relating thereto are subject to terms and conditions established by each Institution, which vary. Sponsor disclaims all liability and responsibility for any Awards once awarded.

All Awards are subject to compliance, verification of eligibility, and receipt of all documentation from the potential recipient necessary to process payment. All details and other restrictions of Awards not specified in these Official Rules will be determined by Sponsor (and Institution, as applicable) in their

absolute discretion. Awards cannot be assigned, transferred, or substituted, in whole or in part, except by Sponsor who may, at its sole discretion, substitute an Award or any element thereof, with a different award of equal or greater value. Sponsor will not replace any lost, misdirected, destroyed, or stolen checks which become the sole responsibility of the recipient/Institution upon receipt. Any and all applicable local, state, and federal taxes and all expenses not specifically stated herein are solely the responsibility of a recipient. Recipients are advised to seek independent counsel regarding tax implications of their Award. Only the number of Awards stated in these Official Rules is available to be awarded in the Scholarship. In no event is the Sponsor responsible for awarding more Awards or Awards in greater amount than the number of Awards or amounts stated herein.

Each Scholarship Award is non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Recipient is responsible for all taxes and fees associated with the Scholarship Award receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the recipient. Recipient may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). Scholarship Award will be made only if the applicant and recipient fully complies with these Official Rules.

#### **8. Entry Conditions and Release**

Each applicant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor which are binding and final in all matters relating to this Scholarship; (b) defend, indemnify, release and hold harmless the Sponsor, SAI, Zogo, Inc., and their respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Scholarship, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Scholarship, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of Award (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry.

#### **9. Publicity**

Except where prohibited or restricted by law, recipient's acceptance of the Award constitutes the recipient's agreement and consent for Sponsor and any of its designees to use and/or publish recipient's entry, full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by recipient regarding the Scholarship or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. Parental or legal guardian consent is required for applicants under the age of 18.

#### **10. General Conditions**

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any

responsibility to award any Award to applicants, with regard to: (a) applications that contain inaccurate information or do not comply with or violate the Official Rules; (b) Submissions, applications, Award claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) applicants who have committed fraud or deception in entering or participating in the Scholarship or claiming the Award; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the applicant to accept the Award for any reason; (f) if the Award cannot be made due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any Award or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any Award or resulting from participating in this Scholarship or any promotion or scholarship related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Scholarship, or with any website promoting the Scholarship; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Scholarship multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Scholarship, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Scholarship, including the entire Scholarship, and/or modify the Scholarship and/or the Awards from all eligible entries received as of the termination date.

#### **11. Limitations of Liability**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by applicants, printing errors or by any of the equipment or programming associated with or utilized in the Scholarship; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Scholarship; (d) technical or human error in the administration of the Scholarship or the processing of registrations; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from applicant's participation in the Scholarship or receipt or use or misuse of any prize. If for any reason an applicant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, applicant's sole remedy is another entry in the Scholarship, if available. No more than the stated number of each Award will be awarded.

#### **12. Disputes**

Applicant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Scholarship, or the Award, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Scholarship, or the Award, shall be resolved exclusively by the United States District Court or the appropriate New York State Court located in New York County, New York; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with applying for this Scholarship, but in no event attorneys' fees; and (d) under no circumstances will applicant be permitted to obtain awards for, and applicant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the

rights and obligations of the applicant and Sponsor in connection with the Scholarship, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.