

## TACO BELL FOUNDATION 2022 LIVE MÁS SCHOLARSHIP RENEWAL PROGRAM

### TERMS AND CONDITIONS

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO APPLY OR PARTICIPATE. A PURCHASE WILL NOT INCREASE CHANCES OF SELECTION AS A SCHOLARSHIP RECIPIENT.**

**THE FOLLOWING PROGRAM IS GOVERNED BY THESE TERMS AND INTENDED FOR PARTICIPATION IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. BY APPLYING FOR A SCHOLARSHIP, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS STATED HEREIN. VOID WHERE PROHIBITED.**

1. Eligibility to Apply: The Taco Bell Foundation 2022 Live Más Scholarship Renewal Program (the “Program”) brought to you by Taco Bell Foundation, Inc. (“Sponsor”) is open only to individuals who, as of the last day of the Program period, meet all of the following eligibility criteria: A legal resident of the 50 United States and the District of Columbia (“D.C.”), and located in the United States or D.C.;

  - Previously won a Live Más Scholarship through Sponsor’s Live Más Scholarship Program or Sponsor’s Live Más Scholarship Restaurant Employee Program (“Previous Program”);
  - Currently enrolled in (as applicable) an accredited post-high school/post-secondary educational or masters/graduate program located in the 50 United States or D.C. (including accredited two- and four-year colleges, universities, vocational-technical, or trade school) and in good academic standing; and
  - Any awarded amounts from a Previous Program must have been used or substantially depleted (75% or more) prior to the end of the Selection Period (defined below).

**An applicant who is a minor in his/her/their state of residence must obtain and submit written permission from his/her/their parent/legal guardian to apply.** Void where prohibited. Sponsor reserves the right, at any time, to verify eligibility requirements, in any manner it deems appropriate. By applying for a scholarship, applicants agree to these Terms and Conditions, which are final and binding in all respects.

2. **The Program Period:** The Program begins on November 1st, 2021 at 8:00:00 a.m. Pacific Standard Time (“PST”) and ends on January 11th, 2022 at 5:00:00 pm. Pacific Standard Time (“PST”) (the “Program Period”). Scholarship recipients will be selected between January 12th, 2022 and approximately April 27<sup>th</sup>, 2022 (the “Selection Period”).

3. **How to Apply:** To apply, create a video (a “Video”) between thirty (30) seconds and two (2) minutes in length that answers at least the following questions:

- What is your passion and how are you currently pursuing it?
- How do you plan to use your passion to uniquely make a positive change in your community or the world?

- What steps have you taken to create this change since being awarded a Live Más Scholarship?
- How has enrollment into post-secondary education helped to develop your passion and make the change you want to see in the world?

Then, visit [www.LiveMasScholarship.com](http://www.LiveMasScholarship.com) (the “Website”) during the Program Period, and follow the on-screen instructions to complete and submit the online application form with your first and last name, date of birth, email address, parent/guardian email address (if you are a minor in your state of residence), address, city, state, zip code, phone number, passion, class status, institution name, and upload your Video (altogether, an “application”). All applications will be reviewed for content and compliance with the submission guidelines below to determine eligibility. Applications must be in English. Videos must be no larger than 100 MB, maximum two (2) minutes in length and minimum 30-seconds in length. Limit one (1) application per person per Program Period.

Any form of application other than that described herein is void. Those who do not follow all of the instructions or abide by these Terms or other instructions of Sponsor may not be eligible for selection. Applicants may not apply with multiple email addresses, nor may applicants use any other device or artifice to apply multiple times or as multiple applicants. Any applicant who attempts to apply with multiple email addresses or under multiple identities or uses any device or artifice to apply multiple times will not be eligible for selection and forfeits any and all compensation provided, in Sponsor's sole discretion. Should multiple users of the same e-mail account apply, and a dispute thereafter arises regarding the identity of the applicant, the authorized account holder of said e-mail account at the time of application will be considered the applicant. “Authorized account holder” is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning email addresses or the domain name associated with the submitted email address. Automated applications are prohibited, and any use of automated devices will cause disqualification. The information you provide will be used as provided in the Taco Bell privacy policy, located at <https://www.tacobell.com/legal-notices/privacy-policy>. All applicants agree to receive e-mail communications from Sponsor, Releasees (as defined herein) and partnering entities and organizations.

BY SUBMITTING AN APPLICATION, APPLICANT ACKNOWLEDGES THAT HIS/HER/THEIR APPLICATION AND NOTIFICATION (AS DEFINED HEREIN), INCLUDING HIS/HER/THEIR VIDEO, MAY BE POSTED ON SPONSOR’S WEBSITE, AT SPONSOR’S DISCRETION. SUBMISSION OF AN APPLICATION GRANTS SPONSOR, ITS AGENTS, AND TACO BELL CORP. THE IRREVOCABLE, PERPETUAL, ROYALTY-FREE LICENSE AND RIGHT TO PUBLISH, USE, ADAPT, EDIT, PUBLICLY PERFORM AND/OR MODIFY SUCH APPLICATION, VIDEO AND NOTIFICATION IN ANY WAY, IN ANY AND ALL MEDIA, WITHOUT LIMITATION, AND WITHOUT PAYMENT OR CONSIDERATION TO THE APPLICANT.

4. Application Guidelines: By submitting an application, you agree that your application is gratuitous and made without restriction, and will not place Sponsor under any obligation, and that Sponsor is free to disclose the ideas contained in the application on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your application, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. Sponsor reserves the right to, and may or may not, monitor/screen applications. By applying, you acknowledge that Sponsor has no obligation to use or post any application you submit.

**By submitting an application you warrant and represent that it: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and (e) that publication of the application via various media including Web posting, will not infringe on any third party rights. Any such applicant will indemnify and hold harmless, Sponsor and Releasees (defined below) from any claims to the contrary.**

As determined by the Sponsor, in its sole discretion, applications must meet the following guidelines:

- a. Must comply with these Terms;
- b. Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- c. Cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- d. Cannot be obscene or offensive, or endorse any form of hate or hate group; all to be determined in Sponsor's sole discretion;
- e. Cannot promote terrorist acts such as providing instructions on how to assemble bombs, grenades and other such weapons or provide instructional information about illegal activities;
- f. Cannot defame, misrepresent or contain disparaging or slanderous remarks about Sponsor, its supporters, or any people, products or companies;
- g. Cannot use or otherwise display trademarks or logos owned by others without permission (except that Sponsor's name or trademarks may be included in the application), or advertise or promote any brand or product of any kind, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- h. Cannot infringe copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; Sponsor does not permit the infringement of others' rights and any use of materials not original to the applicant (except copyrighted materials owned by Sponsor) is grounds for disqualification from the Program. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself;
- i. No background artwork should appear in an application unless it is an original work of the applicant. Any artwork, murals, etc. that can be seen in applications must be created solely by the applicant or the applicant must be the sole owner of all copyright interests therein;
- j. Cannot contain materials embodying the likenesses, photographs, or other indicia identifying any person, living or dead;
- k. Cannot communicate messages inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- l. Cannot itself be in violation of any law and;
- m. Cannot be filmed within a Taco Bell restaurant.

If you think that any application infringes your intellectual property rights, please contact [tacobellfoundation@tacobell.com](mailto:tacobellfoundation@tacobell.com) or write to Taco Bell Foundation at 1 Glen Bell Way, Irvine CA 92618.

YOU ACKNOWLEDGE THAT APPLICATIONS POSTED TO THE WEBSITE (IF ANY) ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL APPLICANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

Sponsor reserves the right to accept or reject any application in its sole discretion. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to applicants. Sponsor reserves the right to waive the submission requirements set forth herein in its reasonable discretion.

#### 5. Scholarship Recipient Selection and Notification:

Sponsor or its designee(s) (to be determined by Sponsor in its sole discretion) will generally consider the following characteristics or attributes when reviewing eligible Videos:

- i. **Growth:** Applicant demonstrates maturation of goals, personal presentation, and desire compared to his/her/their previous application video;
  - i. Passion: Applicant demonstrates a passion he/she/they wants to pursue in life and clear career goals upon graduation;
  - ii. Social Impact: Applicant has a clear vision/goal that he/she/they want to achieve toward creating positive change in their community and beyond;
  - iii. Dedication & Action: Applicant demonstrates steps he/she/they are taking currently to pursue his/her/their passion and devotes him/her/themselves to making positive change happen;
  - iv. Personal Presentation: Applicant tells his/her/their personal story in an emotionally inspiring and authentic way;
  - v. Educational Goals: Applicant communicates how his/her/their education is enabling he/she/them to pursue their passion and create a positive change.

At the end of the Program Period, Sponsor will evaluate and select recipients of scholarship awards as outlined in Section 6, below. Selected scholarship recipients will be notified in-person, by mail, by email, by phone or by any other means at the sole discretion of Sponsor on or about April 27<sup>th</sup>, 2022 (“Notification”). Sponsor may notify recipients earlier.

Each applicant acknowledges and agrees that potential scholarship recipients may be subject to a background check (including, without limitation, civil and criminal court records and police reports). Sponsor reserves the right in its sole discretion to disqualify any applicant if the results of such background check/audit reveals that the applicant is either not eligible to participate in the Program or if the Sponsor determines, in its sole discretion, that participation of applicant might reflect negatively on Sponsor, or if the application contains false, deceptive, or incomplete information.

Potential scholarship recipients are also subject to verification, including verification of enrollment and academic good standing or proof of graduation or recent completion of a program from a designated, higher education institute. Each scholarship recipient (and his/her/their parent/legal guardian, if

applicable) will be required to execute and return an affidavit of eligibility and liability release and, where lawful, a publicity release within thirty (30) days of attempted notification. If a potential scholarship recipient is found not to be eligible or not in compliance with these Terms and Conditions for any reason, declines the opportunity to receive a scholarship, or if notification is returned as undeliverable, another applicant will be selected as a potential scholarship recipient, in Sponsor's sole discretion (even if the scholarship recipient's name has already been announced). Sponsor is not responsible for any change of email address or other contact information of applicants.

6. Scholarship Awards: Sponsor will evaluate applications and award scholarships in amounts up to \$25,000 to selected recipients, as determined by Sponsor in its sole discretion, up to \$4,350,000 in total scholarships.

## **7. General Scholarship Conditions & Administration:**

**Total value of all scholarships: \$4,350,000.00.**

**All awards will be directed by Sponsor to Kaleidoscope Group, PBC (Kaleidoscope), who will work with selected scholarship recipients to administer scholarship funds to the higher education institute designated by the scholarship recipient upon the recipient's enrollment.** Selected scholarship recipient agrees that he/she/they will promptly provide Kaleidoscope with all information required to administer the scholarship award to the higher education institute. Scholarships must be utilized at an accredited post-high school/postsecondary educational programs (including accredited two- and four-year colleges, universities, vocational-technical, and trade schools in the 50 United States or D.C.) for tuition, required fees, books, and course-specific supplies. Sponsor will work with recipients who may experience scholarship displacement or have unique scholarship disbursement needs on an individual basis.

**To avoid forfeiting the funds, recipient must accept the scholarship award by logging into their Kaleidoscope account within six (6) months of notification of scholarship award and begin to use the funds by one (1) year of notification of scholarship award. Recipients may request distribution over multiple years provided the recipient remains enrolled at a designated higher education institute. Scholarships may be renewed up to three (3) times following the initial award until the recipient's post-secondary education is completed. Scholarship renewal is not automatic, and recipients must reapply during each Program Period, if eligible. Funds must be fully used within five (5) years for each award. Any funds remaining after five (5) years will be forfeited. Throughout the period in which you are receiving scholarship funds from the Sponsor, you are expected to exhibit personal qualities that reflect the high standards established by the Sponsor and to conduct yourself in a manner befitting a Live Mas scholarship recipient. If you, in the opinion of the Sponsor, are determined to have acted in a manner (i) inconsistent with the Sponsor's standards, that (ii) reflects poorly on or may damage the name, reputation, credibility or goodwill of Sponsor, (iii) could result in victimization or harassment, (iv) could lead to criminal or civil liability, or (v) could be reasonably found to be**

**offensive, obscene, threatening, abusive or defamatory, you may lose the scholarship and immediately forfeit any remaining portion of the scholarship. You may also lose the right to be recognized as a Live Mas scholarship recipient or to apply or receive a Live Mas Renewal Scholarship, and/or access to programming, resources, events, mentoring and other privileges afforded to Live Mas scholarship recipients.**

Sponsor reserves the right to award more or less than \$4,350,000.00 in scholarships based on available resources and as determined by Sponsor in its sole discretion. In the event that Sponsor does award additional scholarships, those additional scholarship recipients will be chosen based on substantially similar selection criteria, however Sponsor may, in its sole discretion, (i) modify the award amount for each additional scholarship, and (ii) limit the selection of recipients to legal residents of certain states, regions, counties or cities. The decisions of Sponsor are final and binding in all matters relating to this Program. Scholarships are non-transferable and no cash equivalent or substitution of a scholarship is offered, except at the sole discretion of the Sponsor. Scholarship recipients are responsible for all taxes and fees associated with scholarship receipt and/or use, regardless of whether scholarship is used, in whole or in part. Receipt of a scholarship is contingent upon fulfilling all requirements set forth herein.

8. General Program Conditions: By applying, all applicants (or applicants' parent/legal guardian, as applicable) agree and covenant on behalf of themselves and their family, heirs, personal representatives executors, assigns and insurers, (a) to release, acquit, hold harmless, waive and forever discharge Sponsor, Taco Bell of America, LLC, Taco Bell Corp. and their parent company, subsidiaries, affiliates, franchisees and licensees and their respective officers, directors, members, managers, employees, contractors and agents (collectively, "Releasees") from any and all claims, demands, damages, debts, costs, fees, obligations, loss, expenses, compensation, actions or causes of action whatsoever, of every nature, character and description, whether known, unknown, discovered, undiscovered, suspected, or unsuspected, including death, or property damage (collectively, "Claims"), including but not limited to Claims arising on account of, or in any way growing out of, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any items received in connection with acceptance of a scholarship, participation in this Program or any scholarship-related activities, and (b) except where legally prohibited, scholarship recipient (or recipient's parent/legal guardian, as applicable) grants (and agrees to confirm that grant in writing) permission to Sponsor and those acting under its authority the right to the use of applicant's name, picture, likeness, voice, Video, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval.

9. Limitation of Liability: Sponsor is not responsible for incorrect or inaccurate information in connection with this Program, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Program or by any technical or human error which may occur in the processing of applications. Sponsor is not responsible for computer system, email, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. Sponsor reserves the right at its sole discretion, to disqualify any individual applicant (and his or her application) who tampers with the application process. If, for any reason, the Program, in the sole opinion of Sponsor, is not capable of

running as planned by reason of fraud, virus, bugs, or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Program.

10. Binding Arbitration: Any controversy or claim arising out of or relating to this Program 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, as provided in the JAMS Rules and Procedures, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE APPLICANT'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 APPLY IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. BY PARTICIPATING IN THIS PROGRAM, EACH APPLICANT 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 PROGRAM, OR ANY SCHOLARSHIP 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); (3) UNDER NO CIRCUMSTANCES WILL ANY APPLICANT OR SCHOLARSHIP RECIPIENT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND APPLICANT 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) APPLICANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND APPLICANT 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 APPLICANT.

11. Governing Law/Jurisdiction: Where permitted by law, by entering, applicants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, applicant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of State of California, USA, without giving effect to any choice of law or conflict of law rules, and any matters or proceedings that are not subject to arbitration as set forth in these Terms and Conditions and/or for entering any judgment on an arbitration award, shall take place in the State of California, in Orange County, California. By entering, applicants consent to the jurisdiction and venue of the federal, state and local courts located in Orange County, California, USA and waive any challenge to such venue.

12. Scholarship Recipient List: The Taco Bell Foundation will make available, upon demand or by posting to [www.livemassscholarship.com](http://www.livemassscholarship.com) or [www.tacobellfoundation.org](http://www.tacobellfoundation.org) a list of scholarship recipients and information on their passion following the notification period.

13. Sponsor: Taco Bell Foundation, Inc., 1 Glen Bell Way, Irvine, CA 92618.