



COMMONWEALTH DEVELOPMENT CORPORATION

RESIDENT SCHOLARSHIP PROGRAM OFFICIAL RULES

1. **SPONSOR.** Commonwealth Development Corporation, 24 S. Brooke St., Fond du Lac, WI 54935 (the “Sponsor”).
2. **HOW TO ENTER:**
 - Submit one completed entry form per eligible person (*households can have more than 1 eligible person apply; however, each eligible person may only apply once per program year*). Individuals can apply for the program each year the program is offered, provided that they meet the eligibility qualifications of the program for that year.
 - Submit a typed essay, 1,000 words or less, that answers all of the following questions:
 - **How has safe, quality, and affordable housing influenced your life or the life of someone you know?**
 - **What are your short- and long-term goals?**
 - **How would this scholarship help you achieve your goals?**
 - Submit 3 letters of recommendation (letters from Sponsor’s employees will not be accepted). Recommendations must include relationship to person applying for scholarship and length of time they have known them.
3. **ENTRY PERIOD.** You must submit your entry form and all required submissions between February 1st and March 31st each year (“Scholarship Entry Period”). All entry forms and required submissions must be received by 11:59 p.m. Central Daylight Time (“CDT”) on March 31st each year.
4. **ELIGIBILITY.** The Resident Scholarship Program is open only to U.S. citizens and current residents of one of the fifty (50) United States and the District of Columbia, excluding Puerto Rico and U.S. territories and possessions, who:
 - Are at least 16 years of age at the time of entry and enter with the permission of their parent or legal guardian; and
 - Resided for at least the 12-month period immediately preceding entry in an affordable housing property, where such property is managed/owned by Sponsor; and
 - Household must be in a current lease with Sponsor and must have not submitted a notice to vacate or have a current eviction in process; and
 - Are or will be enrolled in the fall for the upcoming academic year in an accredited and/or licensed technical school or accredited two- or four-year college or university in the United States.

You are ineligible to participate and win a scholarship if you are a person in any of the following categories: persons who are engaged in the development, production, distribution of materials, or selection of the winners for the Resident Scholarship Program; and persons

who are immediate family members of or who reside in the same household as any person in the preceding category; and if you are an employee of Sponsor and living on the property. The Resident Scholarship Program is subject to all laws and regulations and is void where prohibited or restricted by law. By participating, entrant agrees to abide by these Official Rules and the decisions of Sponsor, which are final and binding in all respects.

- 5. PRIZE / ODDS OF WINNING.** Academic Scholarships: **\$500 scholarship(s) will be awarded annually to a resident(s) at Historic Walnut Square that meet eligibility requirements. The number of scholarships awarded each year will be subject to the number of applicants and quality of applications submitted.** The scholarships will be deposited to an F.B.O. (For the Benefit of) Account at a winner's accredited college or university in the United States, not including territories and possessions. The scholarship may be used for the enrolled student winner's tuition, school supplies, and books. Odds of winning depend upon the number of eligible entries received during the Scholarship Entry Period. Scholarships are non-transferable and non-assignable, and no substitution will be made except by Sponsor in its sole discretion, which Sponsor reserves the right to substitute a scholarship for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with scholarship receipt and/or use. Scholarships are non-renewable. An entrant may waive his or her eligibility for a scholarship by expressly notifying Sponsor's authorized agent at the time of receipt of notice of selection that the entrant does not wish to receive a scholarship. Waiver of a scholarship does not preclude the entrant from applying for the Resident Scholarship Program in subsequent years in which the entrant is eligible.
- 6. HOW TO ENTER.** During the Scholarship Entry Period, follow the instructions on the registration form to complete and submit the registration form and all requested information and required submissions. Once received at Sponsor's office in Fond du Lac, WI or received by email to scholarship@commonwealthco.net, you will receive a confirmation email and be considered "entered".
- 7. LIMIT.** One (1) entry per person during the Resident Scholarship Entry Period. Multiple persons in each household may enter. Any attempt by any entrant to submit more than one entry by using multiple/different email addresses, identities, registrations, and/or logins, or any other methods, will void that entrant's entries and that entrant may be disqualified from further participation in the Resident Scholarship Program at Sponsor's sole discretion. Use of any automated system to participate is prohibited and will result in disqualification from further participation in the Resident Scholarship Program. All entries will become the property of Sponsor and will not be acknowledged or returned to entrants. Sponsor will not be responsible for lost, stolen, misplaced, or misdirected entries. Mechanically reproduced, illegible, incomplete, or inaccurate entries are void.
- 8. AWARDS.** Potential scholarship recipients will be determined via a scholarship selection committee of 5 individuals that will be responsible for reviewing all applications and selecting the recipients. The committee will be randomly appointed by the Owners of The Commonwealth Companies. Applicant names and properties will remain confidential during

the selection process. Potential winners will be notified by email or phone call. Except where prohibited by law, each potential winner (parent/legal guardian if a winner is a minor in his/her jurisdiction of residence) will be required to sign and return a Declaration of Eligibility, Liability/Publicity Release, and applicable documents as necessary to comply with requirements of the Internal Revenue Service. All required forms/documents must be completed and returned to Sponsor within fourteen (14) days of the date that notice or attempted notice is sent to the potential winner. If a potential winner cannot be contacted for any reason or fails to return completed documents or other information requested within the required timeframe, it will be deemed that the potential winner has rejected the scholarship, and Sponsor will select a new potential winner by selecting another recipient according to these Official Rules from the remaining eligible entries. A potential winner must continue to comply with all terms and conditions of these Official Rules. Receipt of a scholarship is contingent upon fulfilling all requirements in these Official Rules and providing the required documentation as specified by Sponsor. The scholarship selections will occur by June 30th each year.

- 9. DISQUALIFICATION / TERMINATION.** Sponsor reserves the right to terminate, modify, or suspend this Resident Scholarship Program at any time, with or without notice, for any lawful reason. Sponsor reserves the right to disqualify, at its sole discretion, any person whom it considers to have intentionally violated the Official Rules or any element of this Resident Scholarship Program.
- 10. GENERAL CONDITIONS.** By participating, entrant agrees to be bound by these Official Rules and the decisions of Sponsor. Sponsor shall not be responsible for incorrect or inaccurate transcription of entry information, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, or any other error or malfunction, or for late, lost, stolen, illegible or misdirected entries, which will be void. If this Resident Scholarship Program becomes corrupted or otherwise does not permit entry in the drawing, or if tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper operation of this Resident Scholarship Program, Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action, and/or to cancel, terminate, modify, or suspend this Resident Scholarship Program or any portion thereof. Any attempt by an entrant or any other individual to deliberately damage or undermine the legitimate operation of this Resident Scholarship Program is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages and/or other remedies from any such person to the full extent permitted by law. Sponsor reserves the right to modify any clause of these Official Rules at any time without prior notice.
- 11. PRIVACY / USE OF PERSONAL INFORMATION.** By participating in the Resident Scholarship Program, you acknowledge that you agree to the conditions of Sponsor's privacy policy, which governs the collection, use, and disclosure of personal information for the purposes of this Resident Scholarship Program. By participating in this program, you consent to the collection, use, and disclosure of your personal information, as well as the inclusion and use of your name

and photo in promotional materials by Sponsor and its authorized agents for the purposes of administering this program, prize fulfillment, and future communications with Sponsor, to the extent permitted by law.

- 12. TAXES.** Taxes (i.e., federal, state, and local) and any costs associated with the scholarship are the sole responsibility of each winner.
- 13. RELEASE.** By receipt of any prize, WINNERS AGREE TO RELEASE, WAIVE, HOLD HARMLESS, AND FOREVER DISCHARGE Sponsor and its subsidiaries, parent companies, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each such company's officers, directors, employees, and agents (collectively, the "Released Parties") FROM AND AGAINST ANY CLAIMS, DEMANDS AND RIGHTS OF ACTION FOR LOSS OR DAMAGE THAT IS CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, including without limitation personal injury, death, or damage to or loss of property, that arises out of, relates to, or is in any way connected to the winner's voluntary participation in the Resident Scholarship Program or receipt or use or misuse of any prize from the Resident Scholarship Program. By submitting a scholarship entry, winners acknowledge that they had the opportunity to review, discuss, ask questions about and negotiate the terms and conditions of the Release.
- 14. LIMITATIONS OF LIABILITY.** To the extent permitted by law, the Released Parties are not responsible for: (A) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Resident Scholarship Program; (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 Resident Scholarship Program; (D) technical or human error which may occur in the administration of the Resident Scholarship Program or the processing of entries; (E) late, lost, undeliverable, damaged or stolen mail or email; or (F) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Resident Scholarship Program or receipt or use or misuse of any scholarship. If for any reason, an entrant's submission is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Resident Scholarship Program, if that is possible.
- 15. DECLARATION OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE.** Each potential winner shall be required to execute a Declaration of Eligibility and Liability/Publicity Release form granting Sponsor, and any entities with which it is affiliated, the opportunity and right to film, videotape, record, and photograph each winner, and to use his or her name, voice, and likeness without further compensation for advertising and promotion for Sponsor or in Sponsor's advertising, except where prohibited by law. Such declaration and release must be signed and returned by the deadline provided together with any and all required information to determine a potential winner's eligibility. Failure to sign the declaration and/or release will result in the prize being awarded to an alternate winner selected pursuant to the Official Rules.

- 16. WINNERS LIST.** For a list of winners, available after June 30th each year, allowing us adequate time to reach the recipients of the scholarship, please email info@commonwealthco.net and we will forward the list to you.
- 17. DISPUTES AND GOVERNING LAW.** The Resident Scholarship Program is subject to all U.S. federal, state, and local laws and regulations. Except where prohibited by law, entrants agree that (A) the Resident Scholarship Program and these Official Rules are governed by the laws of the State of Wisconsin, without giving effect to conflicts of law rules; (B) any and all disputes, claims and causes of action arising out of or connected with the Scholarship Program shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Wisconsin or if federal jurisdiction does not exist, then the Circuit Court of Fond du Lac County; (C) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Resident Scholarship Program, but in no event the other party's attorney's fees; and (D) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages (other than actual out-of-pocket expenses) and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Resident Scholarship Program, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin without giving effect to any choice of law rules, which would cause the application of the laws of any jurisdiction other than the State of Wisconsin. Winners must comply with all applicable federal, state and local laws related to possession of the prizes.
- 18. SEVERABILITY.** If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, then (A) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (B) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.
- 19. AWARD RECIPIENTS:**
- Scholarship payments are made directly to the college, university, or technical school by Sponsor and are deposited into an F.B.O. (For the Benefit Of) Account.
 - Scholarship award proceeds are to be used only for tuition, books or school supplies, and must be used no later than December 31st of the academic year.
 - Recipients must notify Sponsor before the beginning of the fall semester of the institution that they will attend, and the institution's appropriate contact information.

- One (1) check for the scholarship amount will be sent once verification of the recipient's enrollment has been made.
- Awards are issued before the fall semester of the current academic year.
- All award recipients will be notified by e-mail.
- Prior to release of funds, a signed affidavit of eligibility, publicity release and liability waiver are required, as well as any other documents deemed necessary by Sponsor.

CONSENT ACKNOWLEDGEMENT

PARENTAL CONSENT (if applicant is under 18 years of age)

Name: _____

Address: _____

City, State and Zip Code: _____

Phone: _____

Community Name: _____

Date Moved into Community: _____

I acknowledge I have *not* given notice to vacate and that I am *not* currently in process of eviction.

I acknowledge I have resided in my Commonwealth community for at least 12 months.

I am the parent or legal guardian of _____ and give consent to apply for the Commonwealth Management Corporation Resident Scholarship Program.

Resident Name: _____

Resident Signature: _____

Date Signed: _____

----- OR -----

APPLICANT CONSENT (If applicant 18 years or older)

Name: _____

Address: _____

City, State and Zip Code: _____

Phone: _____

Community Name: _____

Date Moved into Community: _____

I acknowledge I have *not* given notice to vacate and that I am *not* currently in process of eviction.

I acknowledge I have resided in my Commonwealth community for at least 12 months.

Resident Name: _____

Resident Signature: _____

Date Signed: _____



COMMONWEALTH DEVELOPMENT CORPORATION
RESIDENT SCHOLARSHIP PROGRAM APPLICATION

Property Name: _____ Date: _____

Name: _____

Address: _____

City, State and Zip Code: _____

Email Address: _____

Phone Number: _____ Date of Birth: _____

Have you done volunteer work: Yes No

If yes describe: _____

Date moved into Commonwealth Property: _____

Are you a US citizen: Yes No

College or Technical School of Choice: _____

Attachments:

1. Typed essay (1,000 words or less) that answers all of the following questions:
 - i. How has safe, quality, and affordable housing influenced your life or the life of someone you know?*
 - ii. What are your short- and long-term goals?*
 - iii. How would this scholarship help you achieve your goals?*
2. 3 Letters of Recommendation
3. Application Form
4. Consent Acknowledgement

