forth in the Master Promissory Note (MPN) executed with the U.S. Department of Education.

- 5. This Scholarship is not applicable and will not be issued to:
  - a. Applicants who enroll in a University of Phoenix degree level or program other than what is specifically outlined in the Application's Eligibility Criteria for the scholarship.
  - b. Applicants pursuing stand-alone University of Phoenix courses.
  - c. Applicants pursuing stand-alone University of Phoenix certificates.
  - d. Applicants pursuing a Competency Based Education program.
  - e. Current University of Phoenix Students
  - f. University of Phoenix Alumni
  - g. Applicants receiving any employer benefits or discounts
  - h. Applicants receiving Military Tuition Rate
  - i. Applicants who are receiving the AA Transfer tuition rate
  - j. Applicants who do not meet the University of Phoenix eligibility requirements
  - k. Students who enroll and start their first course outside the scholarship window
  - I. Applicants who have received another University of Phoenix scholarship award in the past two years
- 6. The Scholarship will automatically terminate if:
  - a. Applicant fails to meet the eligibility requirements
  - b. Recipient is Academically Disqualified, Disqualified for Admission, Scholastically Disqualified, Scholastically Suspended or Expelled as outlined in the University Catalog.
  - c. Recipient is out of attendance on an unapproved leave of absence for more than 35 days.
  - d. Recipient completes their bachelor's degree program.
  - e. Receives the maximum scholarship award
  - f. Two years (730 days) from the start date of recipient's first course notwithstanding any approved leave of absence(s).
- 7. If recipient has applied for or is receiving Title IV financial aid funding, this scholarship may reduce the recipient's eligibility for Title IV financial aid funding to comply with Title IV regulations. In addition, the recipient must maintain continuous attendance as defined by the University of Phoenix and/or must qualify for a leave of absence to maintain his/her financial aid status. Recipient is required to abide by all state and federal financial aid policies and procedures and all University of Phoenix financial policies and procedures as set forth in the University of Phoenix Academic Catalog, including remaining in good financial standing with University of Phoenix.
- 8. Recipient who falls out of attendance for more than thirty-five (35) days from the last date of academic activity will forfeit his/her scholarship. Recipient who returns from an approved absence will be subject to version and program updates per the University of Phoenix Academic Catalog.

- 9. Should recipient drop, receive a W-grade or otherwise fail to complete a course for which the scholarship, or a portion of the scholarship, has been used to pay the tuition, in no event will any cash refund be given at any time.
- 10. During the term of the scholarship, recipient shall notify University of Phoenix immediately if he/she is convicted of a crime, excluding traffic offenses. Recipient acknowledges that said conviction may impact this scholarship in University of Phoenix's sole discretion.
- 11. Recipient acknowledges and agrees that he/she will not portray University of Phoenix or any affiliates in a negative, harmful, disparaging, offensive or otherwise inappropriate manner as determined in the University of Phoenix's sole discretion. Nor will recipient associate University of Phoenix or any affiliates in any way with content related to tobacco, alcohol, illegal drugs or sexually explicit material or engage in conduct that is immoral or illegal that results in a criminal conviction.
- 12. Recipient agrees to abide by the University of Phoenix Academic Catalog, including, but not limited to, the Student Code of Conduct.
- 13. These terms and conditions are in addition to any other terms and conditions set forth in any other part of this document. Any necessary determination, or clarification, as to the interpretation or to the application of a particular term shall be made by the University of Phoenix, in their sole discretion. Furthermore, University of Phoenix reserves the right in its sole discretion to make any changes or modifications to the scholarship, including but not limited to, the criteria, the selection process, the deadline dates, and the terms and conditions.
- 14. There will be no exceptions to these terms and conditions unless otherwise approved in writing by the University of Phoenix in their sole discretion.
- 15. Any violation of these scholarship terms and conditions, as determined in University of Phoenix's sole discretion, will result in disqualification of the scholarship and/or termination of the scholarship award. Recipient acknowledges and agrees that he/she shall have no right to appeal or contest the decision of University of Phoenix to terminate the scholarship as set forth herein. Any unused portion of the Scholarship will be returned to University of Phoenix and is non-transferable.
- 16. In the event that any provision of the scholarship terms and conditions shall be held void, voidable, or unenforceable, the remaining provisions shall remain in full force and effect.