#### RULES

# 2023 Desjardins Foundation scholarships Rules

#### **APPLICATION PERIOD**

**Desjardins Foundation scholarships** are organized by the Desjardins Foundation (the "Organizer"). The application period runs from 12:00 a.m. Eastern Time on March 1, 2023, to 11:59 p.m. Eastern Time on March 31, 2023, (the "Application Period").

#### **ELIGIBILITY**

This scholarship is open to individuals, over or under the age of majority in their province of residence, who:

- Are Canadian citizens or permanent residents<sup>1</sup>;
- · Reside in Canada;
- Are members<sup>2</sup> of a Desjardins caisse in Quebec or of Desjardins Ontario Credit Union at the time of their application and at the time they receive the scholarship;
- Are enrolled in a post-secondary education program (for example, vocational training,<sup>3</sup> college/CEGEP or university) at a recognized educational institution for the fall 2023 semester, full-time. Part-time students will only be considered if they:
  - Have been diagnosed with a major functional impairment; have been diagnosed with a serious episodic disorder that causes major and permanent physical and mental health problems (medical certificate required); are the parent of a child under the age of 6; or if they are the parent of a child with a disability or impairment;
- Are age 30 or under as of December 31, 2023;
- Have not received a multi-year scholarship from the Desjardins Foundation already covering the fall 2023 semester<sup>4</sup>;

(the "eligible applicants").

# ADDITIONAL INFORMATION ON ELIGIBLITY CRITERIA

- 1. Visit the Government of Canada website for definitions of the terms <u>Canadian citizen</u> and <u>permanent resident</u>.
- 2. A Desjardins member is defined as a person or business with an account at a Desjardins caisse/branch affiliated with the Fédération des caisses Desjardins du Québec or Caisse Desjardins Ontario Credit Union Inc. Members must receive confirmation from an authorized Desjardins agent that their account has been opened.
- 3. Students in Quebec must be enrolled in a post-secondary program leading to a diploma of vocational studies (DVS) or attestation of vocational specialization (AVS) issued by the Ministère de l'Éducation et de l'Enseignement supérieur (Ministry of Education and Higher Education), or a skills training certificate (STC) issued by a school service centre (SSC) or an English-language or special-status school board.
- In Ontario, vocational studies refers to any program offered at a college of applied arts and technology.
- 4. A multi-year scholarship is a scholarship awarded during a previous year's program that is automatically renewed for the duration of the student's current program of study.

## PROGRAM ELIGIBILITY AND EDUCATIONAL INSTITUTIONS

Scholarships are open to any students enrolled in an institution on the Government of Canada's list of <u>designated educational institutions</u> or the <u>school listing</u> (in French only) of the Ministère de l'Éducation du Québec.

(the "eligible institutions").

## **EXCLUSIONS**

The following individuals are not eligible to enter:

Employees, managers and directors of the Desjardins Foundation, members of their immediate families (siblings, children, parents), their legal or common law spouses or persons with whom they reside.

Members of the jury who analyzed applications, members of their immediate families (siblings, children, parents), their legal or common law spouses or persons with whom they reside.

## **HOW TO APPLY**

To apply, eligible applicants must:

Create a profile on http://www.desjardins.com/scholarships;

or

If they already have a profile, log in to the platform.

- 2. Complete the application form, and submit it between 12:00 a.m. Eastern Time on March 1, 2023, and 11:59 p.m. Eastern Time on March 31, 2023.
- 3. Once Applicants have submitted their information, applications will be assessed according to the following criteria:
  - a. Community involvement (cooperative, sports, community, cultural, student and business activities, etc.).
  - Academic perseverance (the ability of the student to overcome obstacles in order to pursue their studies).
  - c. Financial need (financial assistance required to continue their studies).
  - d. Personal interest (involvement in music, art or athletic activities).
  - e. General appreciation of the application (top picks, career goals and trajectory, clear answers, writing skills, etc.).

Each application will be evaluated by 2 jury members. Each jury member will give the application a score. The sum of those 2 scores will give a final score out of 200. Each criterion will be weighted according to the scholarship category. For a copy of the weighting method, write to fondation.desjardins@desjardins.com. The applicants with the highest scores per category in their region will receive a scholarship, provided the official allocation

to support diversity<sup>1</sup> (visible minorities, ethnic minorities, Indigenous people, persons with disabilities<sup>2</sup>) is respected. There are 2 main categories:

- Community Involvement
- Academic Perseverance
- 4. Once it has made its selection, the Desjardins Foundation will contact the winner to inform them of the next steps.

#### Jury composition

Applications will be assessed by approximately 900 independent and unpaid jury members. The jury will be made up of current and former Desjardins employees and board members as well as educational professionals. Jury members will only have access to the information related to the application. They will not have access to any information that could be used to identify the applicant.

No purchase or consideration is required to apply, other than the conditions listed in these rules.

Limit of 1 application per eligible applicant, regardless of method used.

# SCHOLARSHIP(S)

The approximate total value of scholarships awarded will be \$2.7 million. This amount may be increased at any time following a decision by the Organizer's board of directors. Scholarships will be awarded according to geographic distribution.

The scholarship amount will be based on the applicant's level of education in fall 2023, regardless of category:

Vocational training: \$1,000College/CEGEP: \$1,500

• University (bachelor's degree programs): \$2,000

University (master's degree programs): \$3,000

University (doctoral degree programs): \$5,000

Anything not included in these rules is excluded from the scholarship program.

The winner, and not the Organizer or the persons on whose behalf the scholarship program is held, is solely responsible for paying any taxes that may arise from the scholarship. For more details on the tax implications of the scholarships, applicants can consult the Organizer's website: www.desjardinsfoundation.com/scholarships.

<sup>&</sup>lt;sup>1</sup> The Desjardins Foundation aims to promote diversity by supporting young people from many different backgrounds. We reserve the right to increase the amount of its scholarships to support more applicants from the listed groups if targets are not met.

<sup>2.</sup> Inuit, First Nations and Métis people in Canada are considered Indigenous. Persons with disabilities are those who have long-term physical, mental, intellectual or sensory impairments which in interaction with various barriers may hinder their full and effective participation in society on an equal basis with others. Visible minorities in Canada are defined as persons, other than Indigenous people, who are non-Caucasian in race or non-white in colour. Ethnic minorities in Canada are defined as persons, other than Indigenous people, whose mother tongue isn't French or English.

## **SELECTION CRITERIA**

Winners will be selected after the analysis of their applications according to the selection criteria listed in the **How to Apply** section. Winners will be selected by 5 p.m. Eastern Time on June 23, 2023, in the presence of witnesses, at the offices of the Organizer, in accordance with the process approved by the Desjardins Group Monitoring Office.

The odds of winning depend on the number of eligible applications received during the Application Period.

# **GENERAL CONDITIONS**

- 1. To be declared a winner, each applicant must:
  - a) Be reached by telephone or email by a representative of the Organizer within 5 days of the selection date. Selected applicants must be reached within no more than 3 attempts and must receive the message and go to <a href="https://www.desjardins.com/scholarships">www.desjardins.com/scholarships</a> to complete the steps required to confirm their acceptance of the scholarship by the deadline. If they fail to do so, they will lose their right to the scholarship.
  - b) Confirm that they have met the eligibility conditions and other requirements in these rules by completing the acceptance form at <a href="www.desjardins.com/scholarships">www.desjardins.com/scholarships</a> by the deadline. The deadline will be listed in the scholarship acceptance email and the profile on <a href="www.desjardins.com/scholarships">www.desjardins.com/scholarships</a>.
  - c) Provide official documentation from their educational institution that confirms their status as a student for the fall 2023 semester as stated in their application. In the event of a change of program, post-secondary institution or student status (full-time/part-time) after the application is submitted, the Organizer must be notified as soon as possible. The change will be accepted or rejected at the Organizer's discretion. If applicable, the Organizer may, at its discretion, require a medical certificate to justify the student's parttime status.

Should the selected Applicant fail to meet any of the above-mentioned terms or any other condition in these rules, the selected Applicant will be disqualified and, at the Organizer's discretion, the scholarship will be cancelled or a new round of applications will be analyzed in accordance with these rules, until an Applicant is selected and declared the scholarship winner. In such a case, the same terms and conditions will apply and be modified as necessary.

- 2. Awarding of scholarships. Once the Organizer has confirmed that the winner has accepted the scholarship by returning the Acceptance Form and the winner's primary caisse has confirmed their status as a member, the caisse will notify the winner of the terms for receiving the scholarship. Should the winner refuse the scholarship, the Organizer will be released from all obligations relating to the awarding of the scholarship and may, at its discretion, cancel the scholarship or analyze another round of applications in accordance with the procedure described in the previous paragraph.
- 3. Verification. All applications and Acceptance Forms may be subject to verification by the Organizer. Any application that is incomplete, inaccurate, illegible, mechanically reproduced, mutilated, fraudulent, registered or submitted late, contains an invalid telephone number or is otherwise non-compliant may be rejected and will not entitle the Applicant to the scholarship.

- 4. **Disqualification.** Anyone who enters or attempts to enter this program by means that do not comply with these rules or that are unfair to other Applicants (for example, applications submitted via hacking or using a voting group or false names) will be automatically disqualified and may be reported to the appropriate legal authorities.
- 5. **Program operation.** Any attempt to undermine the legitimate operation of this program constitutes a violation of civil and criminal law. If any such attempts are made, the Organizer reserves the right to reject the Applicant's application and obtain redress under the law.
- 6. Applicant identification. For the purposes of these rules, the Applicant is the person whose name appears on the application. The scholarship will be awarded to this person should they be declared the winner. In the event of a dispute regarding the identification of the person who filled out the application form, the Organizer will consider the form to have been sent by the authorized account holder associated with the email address provided at the time of the application, as applicable. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.
- 7. **Acceptance of scholarships.** Scholarships must be accepted as described in these rules and cannot, in any case, be transferred, in whole or in part, to anyone else, substituted for another scholarship or redeemed for cash, subject to the sole discretion of the Organizer.
- 8. **Limitation of liability.** If the Organizer is unable to award the scholarship as described herein, it reserves the right to award a like scholarship of equal value or, at its sole discretion, to award the monetary value of the scholarship indicated herein. Under no circumstances will the Organizer be required to award more scholarships or to award a scholarship other than in accordance with these rules. In the event there are more scholarships offered than Eligible Applicants, the Organizer reserves the right to cancel the additional scholarships.
- 9. Limitation of liability: Use of scholarship. The winner releases the Organizer and the persons on whose behalf the program is held from any liability for damage that may arise from submitting an application or from accepting or using the scholarship. The winner acknowledges that upon receipt of the scholarship or the letter confirming that they have won the scholarship, fulfillment of scholarship-related obligations becomes the sole and exclusive responsibility of the various product and service providers. The winner undertakes to sign an Acceptance Form to this effect. The winner acknowledges that the only applicable guarantee is the usual manufacturer's warranty.
- 10. Limitation of liability: Program operation. The Organizer and the persons on whose behalf the program is held cannot be held liable for any malfunction of any computer component, software or line of communication, the loss or absence of network communication, or any transmission that is faulty, incomplete, incomprehensible or deleted by any computer or network and which may limit or prevent any person from reading the rules. Furthermore, the Organizer cannot be held liable for any loss or damage that may be caused, directly or indirectly, in whole or in part, by any web page, software or other download or by the transmission of any information concerning the application. More specifically, if the administration, security, impartiality, integrity or operation of the program is corrupted or seriously affected by reason of a virus, bug, alteration, unauthorized intervention, fraud, technical failure or any other reason, the Organizer reserves the right to cancel, modify, extend or suspend the program without prior notice.
- 11. **Limitation of liability: Facebook.** If the scholarship program is hosted by Facebook, Applicants acknowledge and accept that Facebook is not the property of and is not operated by the Organizer, and nevertheless agree to comply with Facebook's terms of use. Any

personal information collected for this program is for the exclusive use of the Organizer and will not be transmitted in any way to Facebook. The program is in no way sponsored, endorsed or administered by or associated with Facebook. Facebook therefore cannot be held liable. Furthermore, by applying for a scholarship, Applicants agree to indemnify Facebook and hold it harmless from any damages and interest resulting from their application.

- 12. Limitation of liability: Receipt of applications. The Organizer and the persons on whose behalf the program is held cannot be held liable for applications that are lost, misdirected or late, including as a result of a postal service-related problem or any breakdown, for any reason whatsoever, of the website during the Application Period, including any damage to an Applicant's computer or mobile device.
- 13. Limitation of liability: Situation beyond the Organizer's control. The Organizer and the persons on whose behalf the program is held cannot be held liable in any way whatsoever in the event their inability to act results from a fact or situation beyond their control, or from a strike, lockout or other labour dispute occurring in the organizations or companies whose services are used for program operation.
- 14. Program changes. The Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this program in whole or in part should human intervention or an event take place that could alter or affect the administration, security, impartiality or operation of the program as provided for in these rules. The Organizer cannot be held liable should such an event or intervention occur.
- 15. **Termination of the program.** If the program must be terminated, in whole or in part, for any reason whatsoever before the closing date provided in these rules, the Organizer may, at its sole discretion, award the scholarships by choosing from all eligible applications duly received up to the date of the event resulting in the termination of the program.
- 16. Under no circumstances will the Organizer be required to award more scholarships or to award a scholarship other than in accordance with these rules.
- 17. **Limitation of liability: Scholarship applications.** By applying for or attempting to apply for a scholarship, Applicants agree to indemnify the Organizer or persons on whose behalf the program is held for any damages that may result from entering or attempting to apply for a scholarship. To be declared a winner, selected Applicants must sign an Acceptance Form with a Declaration and Release Form confirming that these exclusions will apply to third parties including the Organizer.
- 18. Communication with applicants. No communications, commercial or otherwise, unrelated to this program will be sent to Applicants, unless they have otherwise agreed. There will be no communication or correspondence about this program with Applicants, except as provided for in these rules or at the Organizer's initiative or to obtain consent to use application statements made without purchase or consideration.
- 19. Copyright. Applicants agree that the Organizer may use, produce and reproduce, in whole or in part, indefinitely, free of charge, and for internal purposes within Canada, the text submitted in an application, without mentioning the author's name. Applicants further agree that the Organizer may translate the text, as needed, without their approval as to the precision and accuracy of the translation and that the Organizer may correct the spelling of the text, as needed.

#### 20. Personal information.

In order for applicants to be able to apply, we need to collect, use and share some of their personal information. For more information, see the Desjardins Group Privacy Policy at <a href="https://www.desjardins.com/privacy-policy">www.desjardins.com/privacy-policy</a>.

By applying for a scholarship, the applicant authorizes the Organizer, the member caisses of the Fédération des caisses Desjardins du Québec, and Desjardins Ontario Credit Union to collect, use and share their personal information for the purpose of administering the scholarship program and award scholarships in accordance with applicable regulations and their Privacy Policy.

By accepting the scholarship, subject to consent, the winners authorize the Organizer, the caisses belonging to Fédération des caisses Desjardins du Québec, and Desjardins Ontario Credit Union to collect, use, disclose and share, as required, their name, residence (city and province), scholarship statement, photo, likeness, voice and/or other representations and recordings for publicity and/or promotional purposes, in any form of media (like the Desjardins website, Facebook pages) without any form of compensation. The winner releases their right to use and reproduce, in whole or in part, any visual content Desjardins may have captured for the purposes of this scholarship program.

- 21. Intellectual property and copyright. By submitting a photo, composition, design or any other work ("Work") in an application to this program, the Applicant ensures that the Work is free of third-party rights and that the Applicant, who holds all necessary rights, submits the Work and authorizes its use, modification, transmission, adaptation, publication, communication or distribution in any format, media or technology including television, wireless or internet technologies. The Applicant agrees to provide, upon request, proof that they hold the intellectual property rights or copyright for the Work and to indemnify and hold harmless the Organizer against any claim, action or suit stemming from the use of the Work.
- 22. Property. All information and documents related to the program, including applications and acceptance forms, technical, technological or operational information and information related to designs, computer systems, software, logos, trademarks and intellectual property are and will remain the exclusive property of the Organizer. No information or documents will be returned to participants.
- 23. **Decisions.** All Applicants must comply with these rules and with any decisions made by the Organizer, which are final and binding.
- 24. If a section of the rules is declared or deemed illegal, unenforceable or invalid by a court of competent jurisdiction, that section will be considered null and void, but all other sections that are not affected will be enforced to the extent permitted by law.
- 25. **Rules.** These rules are available on www.desjardinsfoundation.com/scholarships or upon request from the Desjardins Foundation.
- 26. In the event of a discrepancy between the French and English versions of these rules, the French version will prevail.
- 27. The scholarship program is subject to all applicable laws.