



**SMART**  
**Procedure and Reference**  
**Manual**



## What is SMART?

### Scholarship Management and Accounting Reports for Tenpins

The SMART program began operation in August 1994 as a service offering the bowling community a centralized location to manage bowling scholarship funds.

The SMART Scholarship Program is designed to assist organizations in setting up, managing and disbursing youth bowling scholarships. Since its inception, the SMART Program has proven to be a secure, effective timesaver for scholarship providers. SMART also provides its USBC members with a resource for inquiries about bowling scholarships and fosters the youth members' pursuit of continuing education. The program disburses youth bowling scholarships in compliance with the United States Olympic Committee ("USOC"), the National Collegiate Athletic Association ("NCAA"), and the state's high school athletic association's rules and policies.

Participation in the program is at no cost to the provider and/or member. The SMART operating expenses are covered by using income generated from the investment of scholarship funds on deposit. Residual income, after the operating expenses are deducted, is allocated back to the scholarship organizations participating in the program. For a full explanation of how the income is allocated to the organizations, see page 7 under "Earnings Allocated to Participating Organizations"

Scholarship Provider Organizations that wish to join the program and have questions should contact SMART in one of the following ways.

- Email: [smart@bowl.com](mailto:smart@bowl.com) (The best and fastest means to receive an answer)
- Fax: 817.385.8266
- Mail: SMART, Attn: Smart Administrator, 621 Six Flags Drive, Arlington, TX 76011

## How the SMART Program Works:

- ✓ Scholarship providers enter the scholarship recipients name and required information online at [www.bowl.com](http://www.bowl.com).
- ✓ Scholarship organizations deposit their scholarship dollars via check or money order made payable to SMART and the list of recipients to SMART, Attn: SMART Administrator, 621 Six Flags Drive, Arlington, TX 76011, or through EFT, after entering the information on line.
- ✓ The dollars are converted to points immediately after the funds are distributed to the individual recipients. One point equals \$5.00.
- ✓ SMART deposits and manages the scholarship points, tracks recipient information, processes scholarship requests, distributes scholarship checks as needed, and notifies recipients of the expiration dates of their scholarships..
- ✓ Recipients will receive login information to view/request scholarship points via email, at a secure website.
- ✓ If a youth bowler does not use their scholarship points prior to their expiration date, the amount of the expired award is credited back to the awarding organization in dollars for their use in providing future scholarships.
- ✓ SMART provides an annual statement to each provider, detailing all activities in their account, including expired funds and any interest allocated to their account.

## The SMART Program is Online

The SMART Program may be accessed through <http://smart.bowl.com>. The site offers all of the functions to efficiently manage the organization or recipient's account. Online Organization Users and Online Recipient Users videos can be found at <http://smart.bowl.com>. Additionally, the participating organizations may conduct all their business with SMART online. Each organization is allowed to set up a user ID and a password to access their SMART account information at a secure web site. They may view lists of the recipients with their corresponding scholarships, submit new recipients, view/print accounting reports and manage organization's account information. Each Organization has instant access at their fingertips!

## Joining/Participation in SMART

By requesting to participate in the SMART program and opening an account each participant and all persons provided a scholarship agree to all terms and conditions, and all limitations of warranties and liability, established by SMART and the SMART Corporation including all terms, conditions and limitations in Appendices A, B and C. To open a SMART account, any league, tournament and/or association/affiliate and any other organization must contact the SMART Administrator at [smart@bowl.com](mailto:smart@bowl.com). An invitation code will be sent by email. The participating organization will be required to open the account using the invitation code at [smart.bowl.com](http://smart.bowl.com) and set up its user ID and password. The account can be used to manage the funds.

## Provider Organization Information

- **Account Number & Name**
  - As stated above, if you are requesting a new account you must contact the SMART administrator at [smart@bowl.com](mailto:smart@bowl.com) to receive an invitation code by email in order to access the program.
  - Please review and update your name, address, phone number and email address.
- **Name of Scholarship**
  - Please enter the name of the center, tournament or scholarship name. (The recipient would know the scholarship by that name.)
- **Scholarship Amount**
  - Please enter the total amount of the scholarship.
- **Award Date**
  - Please provide the award date of the league, tournament, or scholarship awarded, etc. The award date is the end date of the league, tournament or the date the scholarship was awarded, if not a league or tournament.

## Funds Transfer

*Note: SMART accepts scholarship funds anytime however, the organization must send the funds within 30 days after the end of the league, tournament or the day a meritorious scholarship was awarded.*

The organization may send their scholarship funds by one of the following methods:

1. **Funds Only** - The organization may send SMART funds at anytime, without assigning the funds to anyone. SMART will deposit those funds as “Available Unassigned Funds”. These funds will stay in the “Available Unassigned Funds” until the organization assigns the scholarships to specific individuals. If the organization is forwarding scholarship funds only, the SMART account number must be included to ensure the money gets deposited into the correct account.
  - a. **Please Do Not** send a check without an account number because there are many organizations with similar names, the name on the check may not match any organization in SMART, or an organization may have more than one SMART account. Without the account number, we cannot guarantee the funds will be deposited into the correct account. Each time a deposit is received, the organization will receive confirmation via email of the deposit amount including the account number to which the funds were deposited.
2. **Funds and Recipient Information List** - The organization may send the funds before the recipient list is entered. SMART deposits the funds in the organization’s “Available Unassigned Funds.” Once the provider enters the list of recipients, the total dollars assigned to the recipients is debited against the providers “Available Unassigned Funds.” The organization has the ability to send more than the total amount of scholarships on their recipient list and any funds that exceed the amount of the assigned funds will be included in the “Available Unassigned Funds”. The organization will receive confirmation of the total deposit amount via email. The dollars sent on behalf of recipients will be converted to points for the recipients, one point equals \$5.00.

3. **Funds for more than one account** – If funds are sent for more than one SMART account at the same time, it is not necessary to send separate checks for each account. Just include a note or letter with the check identifying the amounts and accounts that should be credited.

Send the check, made payable to SMART  
**Attn: SMART Administrator, 621 Six Flags Drive, Arlington TX 76011**

## Scholarship Funds Information

- Funds Submitted – This figure should be the amount of actual money that you are depositing with your Recipient Information.
- Total Scholarships Listed – This amount should be the total of all the “Awarded Amounts” entered in the Recipient Information section.
- Apply Available Unassigned Funds – If you have ‘Unassigned Funds’ in your account, you can use all or a part of that balance to supplement the amount of actual money that you are depositing.
- Additional Unassigned Funds – If you are depositing more monies than the amount shown for “Total Scholarships Listed”, the difference will be added to your “Unassigned Funds” available amount.

Example of information to be entered:

	Example 1	Example 2	Example 3
Funds Submitted	\$1,000	\$800	\$1,200
Total Scholarships Listed	\$1,000	\$1,000	\$1,000
Apply Unassigned Funds		\$200	
Additional Unassigned Funds			\$200

## Funds on Deposit

Once the scholarship funds have been sent and recorded by SMART, those funds do not leave the program except as a disbursement for a recipient as outlined in the use policies. If an organization is still active, any funds/points an individual does not use and expires are credited to the organization’s “Available Unassigned Funds”. The organization can issue new scholarships using those “Available Unassigned Funds”. For a full explanation of unassigned funds, see page 7, “Available Unassigned Funds”.

If an organization is inactive, the funds will be credited to the SMART General Scholarship Fund and issued for new scholarships. Inactivity is defined as an account having no activity for the past five years. Activity does not include the return of expired funds and allocation of investment income,

## Scholarship Recipients

**Scholarship recipients do not** join SMART; they automatically become participants in the program when an organization sends SMART a scholarship in the name of the recipient. The first time a

recipient receives a scholarship, they will be notified by email. The recipient will also be notified by email when any additional scholarships are added to their account. The initial notification will include an invitation code to set up a user name and password in order to login to view/request the scholarship funds online. **When reviewing their account, a recipient will see points and not dollars in the account; one point equals \$5.00.**

## Recipient Information

*Note: Information on the recipients must be sent to SMART within 30 days after the end of the league, tournament or the day a meritorious scholarship was awarded.*

Organizations must first enter the recipient information on-line at <http://smart.bowl.com>. Additionally, once the information is entered, each organization should mail a check or money order payable to SMART at 621 Six Flags Drive, Arlington, TX 76011. The information **required** for a recipient is as follows:

- **Member ID**
- **Award Amount**
- **Award Date**
- **Name**
- **Address**
- **Phone #**
- **Birth date**
- **Year will or did graduate from High School**
- **Email address**

**If you do not have the required information for an individual, you will not be able to enter in the recipient. Without this information there is no means to contact the recipients.**

When you do have the required information, you can enter that person or persons as a new list. Remember that you have 30 days from the end date of your event to submit your scholarship funds and recipient list to SMART.

The “Year will or did graduate from High School” information determines the expiration date of the scholarship awarded. The recipient has eight years from the date of high school graduation to use the funds. In the event a scholarship prematurely expires, the recipient must contact the original provider to seek reimbursement for that grant.

**Online entry-** Recipients’ information can be input online right from your account. This allows you to view or print a report of the information anytime you wish. Just login to your account and create a recipient list. The full instructions can be found in the Organization Users Guide (see Appendix X) or go to <http://smart.bowl.com>. When entering a recipient list online, search the national database for the recipient and add the scholarship amount to his/her file and save. Once all recipients are listed, and the list is submitted, the program will be notified regarding how the funds will be submitted. There are three options to pay for the scholarships;

1. A check or money order covering the total amount entered on the list,
2. Assign funds from your “Available Unassigned Funds”,
3. Combination of 1 and 2.

**Expired funds cannot be used to fulfill a tournament scholarship fund.**

Once the funds are received the dollars will be converted to points for each recipient, \$5.00 equals one point.

Please **do not** combine different named scholarships or award dates when submitting Recipient Information. Separate recipient lists need to be completed for each league, tournament and award date.

## **Available Unassigned Funds**

The “Available Unassigned Funds” of an organization’s account may also be used to increase the amount of scholarship funds for the leagues or tournaments they handle, start new leagues or tournaments” or award individuals for high performance such as for a 300, 299 and 298 games, etc.

The organization accumulates “Available Unassigned Funds” by:

1. Depositing funds not assigned to a recipient
2. Expired Funds returned at the end of a fiscal year.
3. Earnings allocated by SMART from the income earned on investments on scholarship funds.

## **Earnings Allocated to Participating Organizations**

**Income-** Some of the income earned from the SMART investments is used to cover administrative costs of the program (salaries, supplies, printing, postage, etc.). The remaining income is allocated back to the participating organizations. Income is defined as the difference between the value of SMART’s Cash/ Investments and the amount of SMART’s Liabilities as identified in the audited financial statements.

Example:

Cash/Investments	\$18,000,000
Total Liability	(\$17,500,000)
Income	\$500,000

The \$500,000 would be allocated back to participating organizations and placed in the “Available Unassigned Funds”. The allocation is based on active organizations’ account balances as a percentage of the total SMART liability at the end of that fiscal year. Active organizations are defined as those organizations that have had new deposits and new or additional distribution of scholarships to recipients

Example:

(A) Organizational Account Balance	\$175,000
(B) Total Liability	\$17,500,000
(C) Income for Allocation	\$500,000

Allocated to Organizations “Available Unassigned Funds”;  $(A/B * C) = \$5,000$

## Closing an Account

If an organization or event closes, goes out of business, does not continue the league or tournament, or is deemed inactive, SMART will ensure that any funds remaining in its possession are used to provide scholarships for youth bowlers. If any SMART accounts are closed during the fiscal year or deemed inactive, the “Available Unassigned Funds” in those accounts and any funds that expire from recipients assigned to the accounts will be placed in the SMART “General” account and will be used to fund a variety of youth scholarships. Any scholarship funds remaining in a closed or inactive account that a recipient has not used and is entitled too, will be managed by SMART until the individual either uses the funds or they expire. An account is considered inactive if there has been no activity for the past five years. Activity is defined as new deposits and new or additional distribution of scholarships to recipients. Expired funds and distribution of investment income is not considered activity when determining if an account is active or inactive.

## Available Reports

SMART provides the following reports to help organizations and recipients track and account for their funds.

### Provider Reports

- **Provider Report by date range** – This report shows the details of unassigned accounts as well as the activity of each recipient in the provider account including the beginning and ending balances of the recipient.
- **Provider Scholarship Summary** – This report provides you the list of all scholarships within the provider’s account.
- **Provider Unfunded Amounts** – This report provides the list and amount of each scholarship that has not yet been funded.
- **Annual Reports** – This report is provided as a PDF file following fiscal year end. The report shows all transactions that occurred in the account for the entire year.

### Recipient Reports

- **Recipient Scholarship Summary** – This report lists the grants in detail earned by the recipient.



# APPENDIX A

## RECIPIENT SCHOLARSHIP USE POLICY

### Management

The SMART program is responsible for the management and administration of provider and recipient scholarship funds on deposit with SMART. The management and administration of those funds includes but is not limited to the receipt and recording of deposits, all ongoing transactions to the accounts and the approval and disbursement of funds. This Recipient Scholarship Use Policy is written to comply with state athletic associations and NCAA rules and regulations.

### Scholarship Awards

A recipient will now see their scholarship awards in points rather than dollars. The points will be converted to dollars at the time a recipient requests the use of his/her funds **One point will equal \$5.00**

Michigan students are required to meet additional standards as defined by The Michigan Bowling Scholarship Fund (“MBSF”) and approved by the Michigan High School Athletic Association, before a scholarship can be used. Please contact either mark Martin at [mark.martin@mdusbc.com](mailto:mark.martin@mdusbc.com) or Sharon Schildroth at [s.schildroth@comcast.net](mailto:s.schildroth@comcast.net).

### Time Parameters

Your scholarship funds are available for eight years from the date of your high school graduation, or if you have already graduated from high school when you won the scholarship, eight years from the date you won the scholarship. The one exception would be if a recipient would enlist in the military, the expiration date is extended by the number of years of the first enlistment period only, i.e.: two-year enlistment, expiration date would be extended by two years.

SMART does not allow expiration date extensions and unused scholarship funds are forfeited upon expiration.

Scholarship funds are not transferable; only the original recipient may use the funds.

### Use of Funds

Your scholarship funds may be applied to the following: tuition fees, textbooks, meal plans, housing plans and required class supplies and equipment necessary for the successful completion of a course or program at universities, colleges, business schools, technical schools, trade schools, and vocational schools. Funds disbursement, after final review and approval, must be paid directly to the secondary educational institution.

## **Disbursement Requests**

To request disbursement of your scholarship funds, go online to [www.bowl.com](http://www.bowl.com) and click on SMART, located at the bottom of the home page, under the heading USBC Departments. Enter your account number and password as the “Scholarship Winner”. A tutorial is available to instruct you on how to complete the request for a disbursement.

## **Taxes Implications**

Your use of these scholarship funds may have certain tax implications. Please read IRS Tax Publication 970 (*Tax Benefits for Education*), contact the IRS or consult a financial advisor for further information. **DO NOT CONTACT SMART WITH TAX QUESTIONS!**

By participating in and accessing the SMART system and program, each recipient agrees to all terms, conditions and limitations of warranties and liability established by SMART and the SMART Corporation including all terms, conditions and limitations in Appendices A, B and C.

# APPENDIX B

## TERMS AND CONDITIONS OF USE

Welcome to the **S**cholarship **M**anagement and **A**ccounting **R**eports for **T**enpins (“SMART”) Online System provided by the United States Bowling Congress (hereinafter referred to as the “Organization”). The SMART Online System is part of the Smart Program provided by the Organization to assist youth bowlers and life-long learners to achieve their full potential in life through their accomplishments in bowling competition and educational learning. By using SMART Online System, including all websites provided through the system and any portal websites through which a user can access the system (all such websites collectively hereinafter referred to as the “System”), the user agrees to the following Terms and Conditions of Use with the Organization. In addition, each user agrees to adhere to all requirements of the program as contained in the SMART program manual and any additional guidelines or rules posted on the System, all of which are incorporated herein by reference.

The Organization reserves the right at any time to:

- Amend or change the requirements outlined in the SMART program manual
- change the Terms and Conditions of Use; or
- Change the System, including eliminating or discontinuing any content on or feature of the System.

Any such changes will be effective immediately upon notice, which may be provided to users by any means including, without limitation, posting a revised version of these Terms and Conditions of Use on the System. A user’s continued use of the System after such notice will be deemed acceptance of such change. Be sure to return to this page periodically to ensure familiarity with the most current version of these Terms and Conditions of Use.

### **I. Privacy Policy**

Information provided by users through the System is used only as described in the SMART Privacy Policy, the entire contents of which are incorporated herein by reference. For more information, please see the full [SMART Privacy Policy](#).

### **II. Credentials**

When using the System, a user’s account will be tied to a username and password selected by the user (collectively hereafter referred to as “Credentials”). The user is solely responsible for maintaining the confidentiality of the user’s Credentials and will be fully responsible for all activities that occur through the System under the user’s Credentials. The user will promptly notify the Organization of any unauthorized use of the user’s Credentials or any other breach of security associated with the System. The Organization is not liable for any loss or damage arising from a user’s failure to comply with this provision.

### **III. Content**

Content provided to Organization for use with the System by a user in any form and using any transmission or upload mechanism is hereinafter referred to as “Member Content.” As between the

user and the Organization, the user from whom the Member Content originates owns the Member Content including any intellectual property rights associated with such Member Content. However, each user grants the Organization a worldwide, royalty-free, non-exclusive, and fully-sub-licensable (through multiple tiers) right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such Member Content (in whole or in part) and/or to incorporate such Member Content into other works in any form, media, or technology now known or later developed.

Content included in the System provided by Organization is hereinafter referred to as “Organization Content.” As between any user and the Organization, Organization Content is owned by the Organization including any intellectual property rights associated with such Organization Content and may not be used without the express written permission of the Organization.

Each user is entirely responsible for all Member Content they provide to the Organization for use with the System, subject only to the Organization’s responsibility under the **SMART Privacy Policy**. The Organization does not control any Member Content posted to the System and, as such, does not guarantee the accuracy, integrity, or quality of any Member Content. Under no circumstances will the Organization be liable in any way for any Member Content, including but not limited to, liability for any errors or omissions in any Member Content or for any loss or damage of any kind incurred as a result of the use of any Member Content made available through the System. Each user agrees that they must evaluate and bear all risks associated with the use of any Member Content, including any reliance on the accuracy, completeness, or usefulness of such Member Content.

Each user acknowledges that the Organization does not pre-screen Member Content, but that the Organization and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Member Content that is available through the System. Without limiting the foregoing, the Organization and its designees shall have the right to remove any Member Content that violates these Terms and Conditions of Use or is otherwise objectionable.

Each user acknowledges and agrees that the Organization may preserve Member Content and may also disclose Member Content according to the terms of the **SMART Privacy Policy**. Each user understands that the technical processing and transmission of the System, including Member Content, may involve (a) transmission over various networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

The Organization respects rights granted under copyright law to copyright holders. Title II of the Digital Millennium Copyright Act (“DMCA”) creates limitations on the liability of online service providers for copyright infringement when engaging in certain types of activities. The Organization is a “service provider” as defined under the DMCA. Therefore, if the Organization receives proper notification of claimed infringement as required under Title II of the DMCA, the Organization will expeditiously take down or block access to the Member or Organization Content as required under Title II of the DMCA.

#### **IV. Links**

Users of the System may provide links to other sites or resources (hereinafter referred to as “Linked Content”) through their postings or other uses of the System. Because the Organization has no control over Linked Content, all users of the System acknowledge and agree that the Organization is

not responsible for the availability of Linked Content and the Organization does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available through Linked Content. Users of the System also acknowledge and agree that the Organization shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Linked Content.

## **V. General Restrictions of Use**

No user will:

- violate any laws or third party rights through use of the System;
- use the System if they are not a registered Provider or Scholarship Recipient (see definitions below);
- use the System if they are temporarily or indefinitely suspended from using the System;
- post abusive, obscene, vulgar, slanderous, hateful, threatening, sexually-orientated or any other material deemed inappropriate by the Organization or that may violate any applicable laws, including copyright laws;
- post false, inaccurate, misleading, defamatory, or libelous content (including personal information provided for account setup) through the System;
- transfer their account for the System to another party without prior consent of the Organization;
- copy, modify, or distribute content from the System in violation of the intellectual property rights of the Organization or other users;
- harvest or otherwise collect information about users of the System, including email addresses, without their consent;
- take any action that imposes or may impose (in the Organization's sole discretion) an unreasonable or disproportionately large load on the infrastructure for the System;
- use any robot, spider, scraper or other automated means to access the System for any purpose without the express written permission of the Organization;
- distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes through the System;
- distribute viruses or any other technologies through the System that may harm the System or the interests or property of other users;
- interfere or attempt to interfere with the proper working of the System or any activities conducted on or with the System;
- bypass or attempt to bypass any measures taken by the Organization to prevent or restrict access to the System or to protect either Member Content (including, without limitation, user Credentials) or Organization Content; or
- use the System in any manner deemed inappropriate by the Organization.

## **VI. Specific Use of the System by Organizations**

A "Provider" is any user of the System that represents an organization enrolled in the SMART program offered by the Organization that has completed the required registration with SMART, which have been submitted to the Organization and accepted by the Organization.

A Provider can use the System to view and print account information, change basic information, view and print annual statements, submit recipient information lists, and submit scholarship fund deposits.. All scholarship fund deposits made by Providers are non-refundable.

Any information provided to the System by a Provider will not be verified by the Organization and the Organization will not be liable for any information submitted by a Provider.

#### **VII. Specific Use of the System by Scholarship Recipients**

A “Scholarship Recipient” is any user of the System that represents an individual bowler enrolled in the SMART program offered by the Organization that has completed the required registration forms with SMART (or had the required registration forms completed on their behalf), which have been submitted to the Organization and accepted by the Organization.

A Scholarship Recipient can use the System to view and print account information, change basic information, view scholarships received, view scholarship disbursements, and submit scholarship funds requests.

Any information provided to the System by a Scholarship Recipient will not be verified by the Organization and the Organization will not be liable for any information submitted by a Scholarship Recipient.

#### **VIII. Failure of Organizations to Make Required Scholarship Fund Deposits**

IF A PROVIDER FAILS TO MAKE A REQUIRED SCHOLARSHIP FUND DEPOSIT UNDER THE SMART PROGRAM (THROUGH THE SYSTEM OR VIA OTHER MEANS), THE ORGANIZATION WILL NOT BE LIABLE TO ANY SCHOLARSHIP RECIPIENT FOR ANY AMOUNT OR FOR ANY LOSS OR DAMAGE CAUSED BY THE FAILURE OF THE PROVIDER, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF THE ORGANIZATION WAS MADE AWARE OF THE CIRCUMSTANCES GIVING RISE TO SUCH DAMAGES. NOTHING IN THESE TERMS AND CONDITIONS OF USE, HOWEVER, PREVENTS A SCHOLARSHIP RECIPIENT FROM SEEKING DAMAGES OR LOSSES FROM A PROVIDER FAILING TO MAKE A REQUIRED SCHOLARSHIP FUND DEPOSIT.

#### **IX. Abuse of the System**

All users of the System are encouraged to report any problems, offensive content, and policy violations to the Organization. The Organization will take action to investigate any reported problems, offensive content, and policy violations. The Organization, without limiting other remedies, may limit, suspend, or terminate accounts, prohibit access to the System, delay or remove posted content, and take technical and legal steps to keep users from using the System if the Organization believes they are creating problems or possible legal liabilities, are infringing on the intellectual property rights of third parties, or are acting inconsistent with the letter and spirit of these Terms and Conditions of Use.

#### **X. Termination**

Each user agrees that the Organization, in its sole discretion, may suspend or terminate a user’s account with the System, remove and discard any Member Content provided by the user, and prevent the user from creating a new account with the System indefinitely or for an amount of time decided by the Organization at its sole discretion for any reason.

If the Organization is suspending or terminating a user's account due to a user's violation of these Terms and Conditions of Use, the Organization may terminate or suspend the user's account without prior notice. Similarly, if the Organization is suspending or terminating a user's account due to a user's lack of use of the System for a long period of time (in the Organization's sole discretion), the Organization may terminate or suspend the user's account without prior notice.

Suspension of a Provider's account with the System may affect the Provider's enrollment with the SMART Program, and, if the Organization suspends a Provider's account, the Organization will provide the Provider with specific information regarding the Provider's status within the SMART Program and the Provider's obligations for past and future scholarship fund deposits.

Suspension of a Scholarship Recipient's account with the System may affect the Recipient's enrollment with the SMART Program, and, if the Organization suspends a Scholarship Recipient's account, the Organization will provide the Recipient with specific information regarding the Recipient's status within the SMART Program and the Recipient's entitlement for past and future scholarship funds.

## **XI. Fees and Services**

Establishing an account with the System is free and using the System is free. The only payments accepted by the System are scholarship fund deposits from Providers. All such deposits are quoted in U.S. Dollars and each Provider is responsible for timely paying all such deposits with a valid payment method (either through the System or via other payment mechanisms). If a payment method fails or a Provider's account is past due, the Organization may collect scholarship funds owed using other collection mechanisms, and the Provider will be responsible for paying the amount owed, plus any fees or costs incurred to collect the amounts owed by the Provider. However, under no circumstances is the Organization responsible for undertaking any collection action and any such collection action is performed at the sole discretion of the Organization.

## **XII. Disclaimer of Warranties and Liabilities**

THE SYSTEM AND ANY ORGANIZATION AND MEMBER CONTENT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT FOR WARRANTIES OR REPRESENTATIVES, IF ANY, EXPRESSLY PROVIDED IN WRITING ABOVE, THE ORGANIZATION DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE ORGANIZATION DOES NOT WARRANT THAT THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THE SYSTEM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; NOR DOES THE ORGANIZATION MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, PERFORMANCE, OR SUITABILITY OF THE SYSTEM OR ANY ORGANIZATION OR MEMBER CONTENT AVAILABLE ON THE SYSTEM. IN THE EVENT OF ANY PROBLEM WITH THE SYSTEM OR ANY ORGANIZATION OR MEMBER CONTENT, THE SOLE REMEDY FOR ANY USER IS TO CEASE USING THE SYSTEM. ALSO, EACH USER OF THE SYSTEM AGREES THAT IT WILL NOT HOLD THE ORGANIZATION RESPONSIBLE FOR MEMBER CONTENT OR OTHER USER'S CONTENT, ACTIONS, OR INACTIONS ASSOCIATED WITH THE SYSTEM.

### **XIII. Limitation of Liability**

IN CONSIDERATION FOR THE ORGANIZATION MAKING THE SYSTEM AVAILABLE AT THE COST OF THE ORGANIZATION AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, EACH USER OF THE SYSTEM AGREES THAT THE ORGANIZATION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE PROVIDER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY CAUSES, INCLUDING (I) THE USE OR THE INABILITY TO USE THE SYSTEM; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY USE OR INABILITY TO USE THE SYSTEM; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSION OR DATA EXCEPT AS PROVIDED FOR UNDER **SMART PRIVACY POLICY**; OR (IV) ANY STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SYSTEM.

NOTWITHSTANDING THE PREVIOUS PARAGRAPH, IF FOR ANY REASON THE ORGANIZATION IS FOUND LIABLE, THE ORGANIZATION'S LIABILITY TO ANY USER OR THIRD PARTY IS LIMITED TO THE TOTAL SCHOLARSHIP FEES PAID BY A PROVIDER OR THE TOTAL SCHOLARSHIP FEES EARNED BY A RECIPIENT.

### **XIV. Indemnity**

Notwithstanding the above provisions, each user of the System agrees to indemnify and hold harmless the Organization and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of any Member Content or any use by any user of the System (whether or not in violation of these Terms and Conditions of Use).

### **XV. General Terms**

If any provision of these Terms and Conditions of Use is held invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

The Organization may, at its sole discretion, assign these Terms and Conditions of Use and will provide written notice of such assignment by posting a notice on the System.

Headings are for reference purposes only and do not limit the scope or extent of such section.

The Organization's failure to act with respect to a breach of these Terms and Conditions of Use does not waive the Organization's right to act with respect to subsequent or similar breaches. The Organization does not guarantee it will take action against all breaches of these Terms and Conditions of Use.

The Organization may amend these Terms and Conditions of Use at any time without prior notice by posting the amended terms and conditions on the System. Except as expressly stated within any posted amended terms and conditions, all amended terms and conditions shall be automatically



effective once posted on the System. These Terms and Conditions of Use may not be otherwise amended except in a writing hand-signed by an authorized representative of the Organization and a user of the System. For purposes of this provision only, a “writing” does not include an email message and a signature does not include an electronic signature.

These Terms and Conditions of Use set forth the entire agreement between the Organization and each user of the System and supersede all prior agreements, discussions, representations, and warranties.

Unless otherwise prohibited by applicable law, the use of the System under these Terms and Conditions of Use is governed by and will be construed in accordance with the internal laws of the State of Wisconsin, without regard to any conflict of law rules. The jurisdiction and venue for any litigation arising from or relating to these Terms and Conditions of Use shall be a United States Federal District Court or a Circuit Court in Wisconsin.

# APPENDIX C

## RECIPIENT SCHOLARSHIP USE POLICY

### **Management**

The SMART program is responsible for the management and administration of provider and recipient scholarship funds on deposit with SMART. The management and administration of those funds includes but is not limited to the receipt and recording of deposits, all ongoing transactions to the accounts and the approval and disbursement of funds. This Recipient Scholarship Use Policy is written to comply with state athletic associations and NCAA rules and regulations.

### **Time Parameters**

Your scholarship funds are available for eight years from the date of your high school graduation, or if you have already graduated from high school when you won the scholarship, eight years from the date you won the scholarship. The one exception would be if a recipient would enlist in the military, the expiration date is extended by the number of years of the first enlistment period only, i.e.: two-year enlistment, expiration date would be extended by two years.

SMART does not allow expiration date extensions and unused scholarship funds are forfeited upon expiration.

Scholarship funds are not transferable; only the original recipient may use the funds.

### **Use of Funds**

Your scholarship funds may be applied to the following: tuition fees, textbooks, meal plans, housing plans and required class supplies and equipment necessary for the successful completion of a course or program at universities, colleges, business schools, technical schools, trade schools, and vocational schools.

### **Disbursement Requests**

To request disbursement of your scholarship funds, go online to [www.bowl.com](http://www.bowl.com) and click on SMART, located at the bottom of the home page, under the heading USBC Departments. Enter your account number and password as the “Scholarship Winner”. A tutorial is available to instruct you on how to complete the request for a disbursement.

### **Taxes Implications**

Your use of these scholarship funds may have certain tax implications. Please read IRS Tax Publication 970 (*Tax Benefits for Education*), contact the IRS or consult a financial advisor for further information. **DO NOT CONTACT SMART WITH TAX QUESTIONS!**

### **Funds Availability**

If promised scholarship funds are not available for any reason or cause, other than as a result of the wilful misconduct of SMART, neither the Provider nor the SMART Corporation shall be liable to a recipient for such funds or any resulting damages.