

Two young women are standing in front of a modern building with large glass windows. They are both smiling and cheering with their arms raised. The woman on the left is wearing a white hoodie and blue jeans, and has a black backpack. The woman on the right is wearing a blue and white plaid shirt over an orange top and dark pants. A yellow box with a blue border is overlaid on the right side of the image, containing text about earning a gift card.

Earn a
\$200 Amazon Gift Card
for referring friends to
Funding U!

Get your custom referral link by logging in to your account at
<https://www.funding-u.com/v3/users/returning>



VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THESE OFFICIAL RULES ARE A CONTRACT—READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES A RELEASE AND LICENSE FROM YOU AND A LIMITATION OF CERTAIN OF YOUR RIGHTS AND REMEDIES. ENTRY IN THIS PROMOTION CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

1. Promotion and Sponsor. The Funding U Student Loan Referral Promotion (the “Promotion”) is sponsored and administered by Funding U, Inc., 309 East Paces Ferry Road, Suite 400, Atlanta, GA 30305 (“Funding U”) and is governed by these Official Terms and Rules (these “Rules”). By participating in the Promotion in any way (including submission of any entry or the partial completion of any act of entry or any other step taken to participate in the Promotion in any manner), you will become an “Entrant” and such participation constitutes your full and unconditional agreement to these Rules and the decisions by Funding U with respect thereto; provided that you are free to disclaim in a written notice delivered to Funding U, at the time that you would otherwise become an Entrant, your eligibility for any Reward and your status as Entrant, in which case you will not be eligible to receive any Reward and you will not be deemed an Entrant. All decisions related to, as well as all interpretation of, these Rules by Funding U and its authorized representatives, are final and binding. Nothing in these Rules shall affect or modify the terms of any Franchise Agreement between you and Funding U.

2. Eligibility.

Entrant – References to “Entrant” and “Entrants” throughout these Official Rules shall include both Referring Entrants and Referred Entrants.

Referring Entrant – This Promotion is only open to individuals (natural persons) who have created an account for a private student loan under the Funding U loan programs (the “Funding U Loan Programs”) at www.funding-u.com, are legal residents of one of the fifty United States or the District of Columbia and are age 18 or older (the “Referring Entrant”). Eligibility is contingent upon agreement to, compliance with, and fulfillment of all requirements of these Rules. Funding U may, in its sole discretion, disqualify any Referring Entrant it finds to be in violation of these Rules. Referring Entrants cannot refer themselves.

Referred Entrant – To be eligible for the Reward, the person who was referred (the “Referred Entrant”) by the Referring Entrant must be a natural person, a legal resident of one of the fifty United States or the District of Columbia, age 18 or older, and not have an existing account or loan with Funding U. The Referred Entrant must apply for a loan at www.funding-u.com using the Referring Entrant’s referral code, be approved for a loan under the Funding U Loan Program and accept a Funding U Student Loan. Once the Funding U Student Loan is funded, the Referred Entrant will become eligible to receive his/her Reward. See Section 10 regarding the sharing of the Referred Entrant’s loan approval information with the Referring Entrant.

3. How to Participate. Funding U will award Rewards (defined below) as determined in accordance with Paragraph 4 below.

Referring Entrants – To earn rewards, the Referring Entrant must log in to his/her Funding U Account from www.funding-u.com share to claim the custom referral link. The Referring Entrant may copy this link to share electronically or share on social media from the links provided in his/her account. The Referring Entrant will automatically become eligible for a \$200 Reward when the loan application is submitted, the loan is accepted by the Referred Entrant, and the loan is funded, i.e., the loan proceeds are disbursed (a “Completed Referral”). A Referring Entrant cannot refer himself/herself.

Submissions – Submissions containing unintelligible, incomplete, invalid, incorrect, or noncurrent information may be disqualified by Funding U in its sole discretion. Submissions that are duplicative, late, lost, damaged, misdirected, stolen, or not delivered are not the responsibility of Funding U and will not be considered for purposes of the Promotion. Any manipulative practices suspected will be investigated and may be disqualified solely in the discretion of Funding U regardless of a definitive determination of wrongdoing.

4. Rewards.

Referring Entrant – The Referring Entrant earns a \$200 Referring Reward when the Referred Entrant accepts the Funding U Student Loan and the loan is funded, i.e., the loan proceeds are disbursed.

The Referring Entrant Reward described above (each a “Reward” and collectively the “Rewards”) may not be combined with other Funding U offers. Rewards are not transferable. Federal, state, and local taxes and all other costs and expenses associated with acceptance and use of any Reward are the recipients’ sole responsibility. If a recipient elects not to partake in any portion of a Reward, any remainder of the Reward that is unused will be forfeited and will not be subject to further or additional compensation. Funding U reserves the sole right to modify, suspend, or cancel this Promotion at any time without notice. Any details concerning Rewards not specified above will be determined by Funding U in its sole discretion. There is no limit as to how much money can be awarded to Referring Entrants. Referring Rewards for Referring Entrants are \$200 (upon Completed Referral). Earned Rewards will be paid via Amazon Gift Card to the Entrant’s email address linked to their Funding U account. There may be a delay of up to 60 days between the date an Entrant earns a reward and the date gift cards are delivered electronically.

Risk of Loss. Funding U is not responsible if any Reward is lost, stolen, or destroyed or is used without permission.

To be eligible to receive a Reward, an Entrant who earns more than \$600 in Rewards from this Promotion will be required to submit, without alteration and in the form provided by Funding U, a completed and signed Affidavit of Eligibility and Liability & Publicity Release (the “Release”), along with a properly completed U.S. Department of the Treasury Internal Revenue Service Form W-9, within the required time period communicated in the Release. A Reward recipient may be issued a U.S. Department of the Treasury Internal Revenue Service Form 1099 and related tax forms for the actual value of the Reward provided by Funding U.

5. Recipient Determination and Verification. Potential recipients of Rewards are subject to eligibility verification, on an ongoing basis, by Funding U, whose decisions are final and binding. Determination of Promotion eligibility and qualifying referrals, as well as any exceptions, are at the sole discretion of Funding U. Funding U reserves the right to verify and adjust rewards and reward amounts at any time prior to or following posting and redemption. An Entrant is not a recipient of any Reward, even if notified of being a recipient and/or issued any item of value, unless and until Entrant’s eligibility has been verified to the satisfaction of Funding U. To be verified as eligible to receive a Reward, a potential recipient must fulfill all requirements, continue to comply with all terms and conditions of these Rules, and not have been disqualified for any reason. Rewards will not be reissued after initial fulfillment. A potential Rewards recipient shall, at Funding U’s sole discretion, be disqualified and/or forfeit the Reward in the event of any of the following: any Reward or notification is returned as undeliverable or yields an error or undeliverable type “bounce back” email (regardless if the message is ultimately delivered to the potential recipient); the potential recipient fails to sign and return any required documentation or fails to comply with these Rules; a potential recipient is unable or unwilling to accept the Reward (or any portion) as stated, or the potential recipient cannot be verified as eligible for any reason at any time.

6. Limitations of Liability. By entering or participating in any way in this Promotion or receiving any Reward, each Entrant agrees to indemnify, defend, and hold harmless, and thereby does release and discharge, Funding U and its respective parent and affiliate companies, vendors, suppliers, consultants, sub-contractors, distributors, legal counsel, and advertising, marketing, public relations, and promotional/fulfillment agencies, and each of their respective parent companies and each such company’s officers, directors, employees and agents (collectively, the “Released Parties”) from and against any loss, damage, injury, claim, or cause of action related in any way whatsoever to this Promotion, these Rules, or the rights, consents and licenses granted to Funding U under these Rules, including, but not limited to, infringement of any right of publicity or intellectual property; threatened or actual injury, loss or damage to any person, including death and disability; defamation or portrayal in a false light (intentional and unintentional); invasion of privacy; and damage to or loss of property, arising out of such Entrant’s participation in the Promotion or receipt or use, non-use or misuse of any Reward. In no event will Released Parties be responsible or liable for any damages or losses of any kind, including indirect, incidental, consequential or punitive damages arising out of this Promotion. (Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties. Check local laws for restrictions regarding these limitations or exclusions.)

Entrants waive any right to claim ambiguity in these Rules. The Released Parties are not responsible for: (i) technical failures of any kind; (ii) incorrect or inaccurate information, whether caused by an Entrant, any internet or email service provider, any promotional or advertising agency, any printing or computing errors, or any of the equipment or programming associated with or utilized in the Promotion; (iii) unauthorized human intervention in any part of the submission process or the Promotion; (iv) technical or human error that may occur in the administration of the Promotion, the processing of entries or the announcement of the recipient and Reward; (v) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, by an Entrant’s participation in the Promotion; (vi) the receipt, use or misuse of any Reward; or (vii) any other errors in any materials, information or announcements associated with the Promotion. If for any reason an Entrant’s entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted by Funding U, the Entrant’s sole remedy is another entry in the Promotion, subject to availability and eligibility.

7. License from Entrant. To the extent allowed by law, participation in the Promotion in any way and/or acceptance of any Reward constitutes each Entrant’s consent for, and grant of a non-exclusive, sub-licensable and assignable license to Funding U to use, publish, post, or display such Entrant’s name, likeness, photograph, voice, opinions, statements, biographical information, and/or hometown and state, regardless of whether altered, modified, distorted, edited, or used alone or with other material, in Funding U’s sole discretion, for promotional, advertising, trade, and publicity purposes in any medium now known or later discovered, worldwide and in perpetuity, without review or approval by such Entrant, and without further notice, payment, or consideration of any kind to such Entrant.

All rights, consents and licenses granted to Funding U under these Rules will survive the termination of this Promotion. An Entrant’s consent and license may only be revoked in writing, and the mere ending of this Promotion is not sufficient to revoke such consent or license.

8. Severability/Right to Modify or Cancel. The invalidity or unenforceability of any provision of these Rules will not affect the validity or enforceability of any other provision. In the event any provision of these Rules is found invalid or unenforceable, the validity or enforceability of any other provision of these Rules shall not be affected, and in lieu of such invalid or unenforceable provision there shall be added automatically, as part of these Rules, a provision as similar in terms as may be valid and enforceable, if possible. Funding U’s failure to enforce any provision of these Rules does not constitute a waiver of that provision.

Funding U may cancel, suspend and/or modify the Promotion or any part of it, in any way, if Funding U determines in its sole discretion that the Promotion is not capable of executing as Funding U intended, or that any mistake, clerical, or typographical error, omission, fraud, technical failure, tampering, computer virus, or other factor, technical or otherwise, beyond Funding U’s reasonable control, impairs or may impair Funding U’s ability to properly conduct the Promotion, subject to any applicable law or regulation. In such event, Funding U may, but is not obligated to, fulfill any applicable Reward(s) in accordance with Paragraph 4 above from only the eligible entries received up to the time of the cancellation, suspension, or modification of the Promotion.

In the event of an inconsistency between these Rules and any disclosure or other statement contained in any Promotion-related materials, including, but not limited to, a Promotion entry form or any point-of-sale, radio, television, print, or online advertising, these Rules will prevail and govern.

9. Disputes. Except where prohibited by law, each Entrant agrees that: (i) all disputes, claims and causes of action arising out of or connected with this Promotion or any Reward awarded will be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in Fulton County, Georgia; and (ii) all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys’ fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights or obligations of an Entrant or of Funding U in connection with the Promotion, are governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules, no matter what jurisdiction, that would cause the application of the laws of any other jurisdiction.

10. Sharing of Entrant Information/Privacy. By participating in the Promotion, a Referred Entrant consents to the sharing, by Funding U with the Referring Entrant, of the Referred Entrant’s name (first name and first letter of last name) and a limited application status of either “Approved,” “Certified” or “Disbursed.” If a Referred Entrant is approved for a Funding U Student Loan, the Referring Entrant will receive a confirmation of the approval and will be able to confirm whether the Referred Entrant has accepted such approved loan; provided that such confirmation will be limited to the first name and first initial of the last name of the Referred Entrant and will not disclose the loan amount, school, or other personal information regarding the Referred Entrant. A Referring Entrant will not receive information regarding a denied loan application, but the Referring Entrant may be able to infer that a Referred Entrant was not approved for a Funding U Student Loan. By participating in this Promotion, each Entrant agrees to Funding U’s manner of collection, use, retention, and disclosure of any Personal Information submitted in connection with the Promotion. Personal Information collected is subject to these Rules and Funding U’s privacy notice, which can be found at www.funding-u.com/downloads/PrivacyPolicy.pdf.