Prairie View A&M University Employee Vaccine Incentive Program Terms and Conditions

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

By participating in the Prairie View A&M University Employee Vaccine Incentive Program ("Incentive Program"), you hereby acknowledge and agree to the following terms and conditions (these "Terms"):

- 1. **Voluntary Participation:** Participation in the Incentive Program is completely voluntary. Prairie View A&M University ("**PVAMU**") is not requiring you to receive a COVID-19 Vaccination (as defined below).
- 2. **Sponsor:** PVAMU is the sponsor of the Incentive Program.
- 3. Entry Period: The Incentive Program will begin on September 23, 2021 at 12:00 a.m. Central Time ("CT") and end on November 19, 2021 at 11:59 p.m. CT (the "Entry Period").
- 4. **Eligibility:** An individual is eligible to enter the Incentive Program if he/she meets all of the following requirements (each, an "**Eligible Individual**"):
 - A. He/she is a full- or part-time employee at PVAMU who has not given notice of his/her resignation prior to accepting a Prize (as defined below) (each, a "Qualified Employee");
 - B. He/she is not a (1) student worker, (2) involved in the administration of the Incentive Program (each, a "**Disqualified Individual**"), (3) a spouse, child, stepchild, parent, step-parent, sibling, or step-sibling of a Disqualified Individual, or (4) an individual living in the same household as a Disqualified Individual at the time of the Drawing (as defined below);
 - C. He/she is eighteen years of age or older; and
 - D. He/she has received a full dosage, which currently is either one or two shots depending on the type of vaccine and manufacturer, of either: (a) a COVID-19 vaccine recognized by the U.S. Centers for Disease Control and Prevention ("CDC") (see list here); or (b) a COVID-19 vaccine recognized by the World Health Organization ("WHO") as having met the necessary criteria for safety and efficacy (see list here) (each, a "COVID-19 Vaccination").
- 5. How to Enter: Eligible Individuals may enter the Incentive Program ("Participants") by submitting Official Documentation (as defined below) to the PVAMU Voluntary COVID-19 Vaccination Reporting Portal (the "Vaccine Reporting Portal") during the Entry Period (each, an "Entry"). "Official Documentation" means a copy of the Participant's CDC COVID-19 Vaccination Record Card or WHO International Certificate of Vaccination or Prophylaxis (WHO Yellow Card).

6. **Number of Entries:** Each Participant will only receive one (1) Entry into the Incentive Program.

7. Prizes:

- A. The prizes for the Incentive Program consist of five (5) credits of up to \$250.00 that will be applied to the Winner's (as defined below) parking account at PVAMU to cover the Winner's parking fee in a PVAMU controlled parking lot for 2021-2022 (each, a "Prize", and collectively, the "Prizes"). If the employee has already paid for their parking pass, a refund will be issued.
- B. Each Participant can only win one (1) Prize.
- C. In the event that the Winner has already paid for all or a portion of his/her parking fee in a PVAMU controlled parking lot for 2021-2022, the Winner will receive a refund of up to \$250.00 for the amount paid by the Winner for his/her parking fee.
- D. Except as provided in Section 7.C., Winners may not convert the Prize to cash or any other thing of value.

8. Winners:

- A. Winners will be selected from among the Participants (each, a "Winner" and collectively, the "Winners") in a random drawing conducted by PVAMU on or about December 1, 2021 (the "Drawing").
- B. PVAMU will notify each Winner by contacting them at the email address provided by the Winner on their Entry form.
- C. Winners must acknowledge acceptance of the Prize in writing within ten (10) business days, sign an acknowledgment and consent form, and provide a valid form of identification such as the Winner's identification card issued by PVAMU or the Winner's passport or driver's license and any other requested documentation to PVAMU. Failure to do so will result in the Winner's forfeiture of the Prize.
- D. A Winner may refuse to accept the Prize, in which case that Winner will not be eligible to receive another Prize.
- 9. Alternate Method of Entry: In order to become a Participant without submitting Official Documentation to PVAMU, an Alternately Eligible Individual (as defined below) may mail a postcard with their name, universal identification number, and the words "Prairie View A&M University Employee Incentive Program" to the following address: Office of Academic Affairs, Attn: Vaccination Incentive Program Entry, P.O. Box 519, MS 1023, Prairie View, Texas 77446. Postcards must be received by PVAMU by November 19, 2021 to be considered an Entry into the Incentive Program. An "Alternately Eligible Individual" means an individual who (i) is a Qualified Employee, (ii) is at least eighteen years of age, and (iii) is not (1) a Disqualified Individual, (2) a spouse, child, step-child, parent, step-parent, sibling, or step-sibling of a Disqualified Individual, or (3) an individual living in the same household as a Disqualified Individual at the time of the Drawing.
- 10. **Taxes:** The Prizes may be taxable, and Winners are responsible for payment of any taxes or fees associated with the Prizes.

- 11. **Privacy:** PVAMU will maintain the confidentiality of your Official Documentation in accordance with applicable privacy laws. Participants authorize PVAMU to verify their identity and the accuracy of their Official Documentation with the ImmTrac2 Immunization Registry of the Texas Department of State Health Services or another official database if vaccinated outside of Texas.
- 12. **Publicity:** Participants understand and agree that, if they win a Prize, PVAMU may publicly disclose their name, image, and other information (such as job title and department) for the purposes of announcing the Winners of the Prizes.
- 13. Waiver of Liability: PVAMU shall not be liable to any Participant in the Incentive Program for any damages, claims, expenses or other costs or fees (including, without limitation, attorneys' fees) that any Participant suffers or incurs as a result of his/her participation in the Incentive Program or receipt of a Prize.
- 14. General: PVAMU has the right, in its sole discretion, to modify, suspend, cancel or terminate the Incentive Program at any time, for any reason, without any liability to Participants or any other persons. PVAMU also has the right, in its sole discretion, to disqualify any individual who violates any of these Terms; commits fraud or other misconduct in connection with the Incentive Program; or interferes with, disrupts, tampers with, circumvents, or otherwise undermines the Entry process, the Vaccine Reporting Portal or the operation of the Incentive Program. Participants understand and agree that any decisions with respect to the Incentive Program made by PVAMU will be binding and final in all respects.
- 15. **Governing Law and Venue:** The Incentive Program (including the interpretation of these Terms) shall be governed by and enforced in accordance with the laws of the State of Texas. The venue for any dispute shall be Waller County, Texas.
