

**Texas A&M University-Texarkana
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 Texas A&M University-Texarkana 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. Texas A&M University-Texarkana (“**A&M-Texarkana**”) is not requiring you to receive a COVID-19 Vaccination (as defined below).
2. **Sponsor:** A&M-Texarkana is the sponsor of the Incentive Program.
3. **Entry Period:** The Incentive Program will begin on July 28, 2021 at 12:00 a.m. Central Time (“**CT**”) and end on September 28, 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 faculty member at A&M-Texarkana (“**Faculty**”) or a full- or part-time staff member at A&M-Texarkana (“**Staff**”) (excluding (1) student workers and (2) employees who are involved in the administration of the Incentive Program and their immediate family members (i.e., their spouse, child, step-child, parent, step-parent, sibling, or step-sibling), regardless of where they reside, and those individuals living in the same household as such employees, whether or not related) at the time of his/her Entry (as defined below) who has not given notice of his/her resignation prior to accepting a Prize (as defined below);
 - B. He/she is eighteen years of age or older; and
 - C. 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 A&M-Texarkana 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 the following (each, a “**Prize**”, and collectively, the “**Prizes**”):
 - For Participants who are Faculty, two (2) Visa gift cards, each in the amount of \$250.00; and
 - For Participants who are Staff, six (6) Visa gift cards, each in the amount of \$250.00.
 - B. Each Participant can only win one (1) Prize.
 - C. Winners (as defined below) may not convert the Prize to cash or to any other thing of value, provided that Winners who are Staff and benefit eligible may elect to receive sixteen (16) hours of paid leave in lieu of a Prize.
8. **Winners:**
 - A. Winners will be selected from among the Participants (each, a “**Winner**” and collectively, the “**Winners**”) in a random drawing conducted by A&M-Texarkana on or about October 1, 2021.
 - B. A&M-Texarkana 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 by October 8, 2021 and may be asked to provide proof of identification or other documentation to A&M-Texarkana. Failure to do so will result in the Winner’s forfeiture of the Prize, and A&M-Texarkana will randomly draw another Winner to receive the Prize from among the remaining Participants (with each alternate Winner having seventy-two (72) hours to respond to A&M-Texarkana).
 - D. A Winner may refuse to accept the Prize, in which case that Prize will be awarded to another Winner randomly drawn from among the remaining Participants (with each alternate Winner having seventy-two (72) hours to respond to A&M-Texarkana).
9. **Taxes:** The Prizes may be taxable, and Winners are responsible for payment of any taxes or fees associated with the Prizes.
10. **Privacy:** A&M-Texarkana will maintain the confidentiality of your Official Documentation in accordance with applicable privacy laws. Participants authorize A&M-Texarkana to verify their identity and the accuracy of their Official Documentation with the Texas Immunization Registry database or another official database if vaccinated outside of Texas.
11. **Publicity:** Participants understand and agree that, if they win a Prize, A&M-Texarkana will disclose their name, image, and other information (such as job title and department) for the purposes of publicly announcing the Winners of the Prizes.

12. **Waiver of Liability:** A&M-Texarkana 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.
13. **General:** A&M-Texarkana has the right, in its sole discretion, to cancel or terminate the Incentive Program at any time, for any reason, without any liability to Participants or any other persons. A&M-Texarkana 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 A&M-Texarkana will be binding and final in all respects.
14. **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 Bowie County, Texas.
