

**Texas 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 Texas 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. Texas A&M University (“**Texas A&M**”) is not requiring you to receive a COVID-19 Vaccination (as defined below).
2. **Sponsor:** Texas A&M is the sponsor of the Incentive Program.
3. **Entry Period:** The Incentive Program will begin on September 1, 2021 at 12:00 a.m. Central Time (“**CT**”) and end on October 14, 2021 at 12:00 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 Texas A&M or one of the Agencies (as defined below) who has not given notice of his/her resignation prior to accepting a Prize (as defined below);
 - B. He/she is not (1) employed at the Qatar campus of Texas A&M, (2) a student worker, (3) a Disqualified Individual (as defined below), (4) a spouse, child, step-child, parent, step-parent, sibling, or step-sibling of a Disqualified Individual, or (5) 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**”).

For purposes of these Terms: (1) “**Agencies**” means Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, Texas A&M Engineering Experiment Station, Texas A&M Engineering Extension Service, Texas A&M Forest Service, Texas A&M Transportation Institute, Texas A&M Veterinary Medical Diagnostic Laboratory, and Texas Division of Emergency Management; and (2) “**Disqualified Individuals**” means the President of Texas A&M, any Vice President of Texas A&M, the Associate Vice President for Administration and Academic Affairs at Texas A&M, the Associate Vice President for External Affairs at Texas A&M, the Associate Vice

President for Marketing and Communications at Texas A&M, the Assistant Vice President for Scholarships & Financial Aid at Texas A&M, the Director of Information Technology for the Texas A&M University Health Science Center, the Software Applications Developer IV at Texas A&M, the Client Technologies Analyst II at Texas A&M, the Associate Director of IT at Texas A&M, the Health Technologies Architect – Enterprise IT Technologist at Texas A&M, the Director of Social Media at Texas A&M, the Director of Creative Services at Texas A&M, and employees of Ingram, Wallis & Co, P.C. (the “**Accounting Firm**”).

5. **How to Enter:** Eligible Individuals may enter the Incentive Program (“**Participants**”) during the Entry Period by submitting an entry form to the TAMU Voluntary Vaccination Reporting Portal (the “**Vaccine Reporting Portal**”) by October 14, 2021 at 12:00 p.m. CT (each, an “**Entry**”).
6. **Number of Entries:** Each Participant may submit only 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**”):
 - Two (2) Football Flex Packs and a parking pass for the 2022 season of Texas A&M football, with an approximate retail value (“**ARV**”) of \$668.00;
 - A credit of up to \$500.00 that will be applied to the Winner’s (as defined below) parking account at Texas A&M to cover the Winner’s parking fee in a Texas A&M controlled parking lot for 2021-2022 (the “**Parking Permit**”);
 - Two (2) season tickets for the 2022-2023 season of the MSC OPAS, with an ARV of \$840.00;
 - Two (2) season tickets for the 2022-2023 season of the Brazos Valley Symphony, with an ARV of \$798.00;
 - A one (1) year membership to the Student Recreation Center at Texas A&M, with an ARV of \$495.00; and
 - A \$500.00 gift card to the Barnes & Noble Book Store at Texas A&M, with an ARV of \$500.00.
 - B. Each Winner can only win one (1) Prize.
 - C. Each Winner will have the option of choosing one (1) of the Prizes listed above in Section 7.A.
 - D. In the event that a Winner chooses the Parking Permit as his/her Prize, a credit of up to \$500.00 will be applied to the Winner’s parking account with Texas A&M to cover the cost of the Winner’s Parking Permit for 2021-2022. In the event that the Winner has already paid for all or a portion of his/her Parking Permit for 2021-2022, the Winner will receive a refund of up to \$500.00 for the amount paid by the Winner for his/her Parking Permit.
 - E. Except as provided in Section 7.D., Winners may not receive cash in lieu of a Prize.

8. **Winners:**
 - A. Five (5) Winners will be selected from among the Participants (each, a “**Winner**” and collectively, the “**Winners**”) in a random drawing conducted by the Accounting Firm on or about October 15, 2021 (the “**Drawing**”).
 - B. Texas A&M will notify each Winner by contacting them at the email address associated with the Winner’s Universal Identification Number (“**UIN**”).
 - C. Each Winner must respond and provide the following to Texas A&M by October 18, 2021 at 12:00 p.m. CT: a signed acknowledgment and consent form (each, a “**Consent**”), and a copy of the following documentation that matches the name associated with the Winner’s UIN: (1) the Winner’s CDC COVID-19 Vaccination Record Card, WHO International Certificate of Vaccination or Prophylaxis (WHO Yellow Card) or Official Immunization History from the Texas Immunization Registry (as defined below), (2) the Winner’s identification card issued by Texas A&M or one of the Agencies, and (3) an additional form of identification, such as the Winner’s passport or driver’s license (collectively with the Consent, the “**Official Documentation**”). Failure to do so will result in the Winner’s forfeiture of the Prize, and the Accounting Firm will randomly draw another Winner to receive the Prize from among the remaining Participants (with each alternate Winner having seventy-two (72) hours after notification by Texas A&M to respond and provide the Official Documentation to Texas A&M in accordance with this Section 8.C).
 - 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 after notification by Texas A&M to respond and provide the Official Documentation to Texas A&M in accordance with Section 8.C above).
9. **Taxes:** The Prizes may be taxable, and Winners are responsible for payment of any taxes or fees associated with the Prizes.
10. **Privacy:** Texas A&M will maintain the confidentiality of the Entries and Official Documentation in accordance with applicable privacy laws. Participants authorize Texas A&M to verify their identity and the accuracy of their Official Documentation with the ImmTrac2 Immunization Registry of the Texas Department of State Health Services (the “**Texas Immunization Registry**”) or another official database if vaccinated outside of Texas.
11. **Publicity:** Participants understand and agree that Texas A&M may disclose their name, image, and other information (such as their department and job title) for the purposes of conducting the Drawing and/or the Incentive Program and making public announcements relating to the Incentive Program.
12. **Waiver of Liability:** Texas A&M 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:** Texas A&M has the right, in its sole discretion, to modify, suspend, cancel, or terminate the Incentive Program at any time, for any reason, without notice or any liability to Participants or any other persons. Texas A&M 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 Texas A&M 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 Brazos County, Texas.
