

**Texas A&M University – Kingsville
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 – Kingsville 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 – Kingsville (“**Texas A&M-Kingsville**”) is not requiring you to receive a COVID-19 Vaccination (as defined below).
2. **Sponsor:** Texas A&M-Kingsville is the sponsor of the Incentive Program.
3. **Entry Period:** The Incentive Program will begin on February 5, 2022 at 12:00 a.m. Central Time (“**CT**”) and end on April 28, 2022 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 Texas A&M-Kingsville 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, step-child, 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 applicable 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 Texas A&M-Kingsville 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**”):
 - Two (2) yearly memberships to the Texas A&M-Kingsville Recreation Center, each with an approximate retail value (“**ARV**”) of \$450;
 - Two (2) parking permits for the 2022-2023 academic year in a Texas A&M-Kingsville controlled parking lot, each with an ARV of \$150; and
 - Two (2) \$50 Aramark gift cards.
 - B. Each Participant can only win one (1) Prize.
 - C. Winners (as defined below) may not convert the Prizes 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 three (3) random drawings conducted by Texas A&M-Kingsville on or about February 28, 2022, March 31, 2022, and April 30, 2022 (each, a “**Drawing**”).
 - B. Texas A&M-Kingsville 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 five (5) business days, sign an acknowledgment and consent form, and provide a valid form of identification such as the Winner’s identification card issued by Texas A&M-Kingsville or the Winner’s passport or driver’s license and any other requested documentation to Texas A&M-Kingsville. Failure to do so will result in the Winner’s forfeiture of the Prize, and Texas A&M-Kingsville will randomly draw another Winner to receive the Prize from among the remaining Participants.
 - 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.
9. **Alternate Method of Entry:** In order to become a Participant without submitting Official Documentation to Texas A&M-Kingsville, an Alternately Eligible Individual (as defined below) may mail a postcard with their name, universal identification number, and the words “Texas A&M University-Kingsville Employee Incentive Program” to the following address: Texas A&M University-Kingsville, 700 University Blvd., MSC 114, Kingsville, TX 78363. Postcards must be received by Texas A&M-Kingsville at least one (1) business day before the applicable Drawing to be considered an Entry for that Drawing. 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 applicable Drawing.

10. **Taxes:** The Prizes may be taxable, and Winners are responsible for the reporting and payment of any taxes or fees associated with the Prizes.
11. **Privacy:** Texas A&M-Kingsville will maintain the confidentiality of your Official Documentation in accordance with applicable privacy laws. Participants authorize Texas A&M-Kingsville 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, Texas A&M-Kingsville 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:** Texas A&M-Kingsville 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:** Texas A&M-Kingsville 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. Texas A&M-Kingsville 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-Kingsville 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 Kleberg County, Texas.
