

## PRIZE AGREEMENT

### NEW YORK STATE "VACCINATE, EDUCATE, GRADUATE" VACCINE INCENTIVE

#### A. AFFIDAVIT OF ELIGIBILITY

Eligibility. I am the parent or legal guardian of \_\_\_\_\_.

I represent that my child ("Scholarship Winner") is eligible to receive the Prize awarded to them in the New York State 'Vaccinate, Educate, Graduate' Vaccine Incentive ("Vaccine Incentive"). Without limiting the foregoing, I represent that the Scholarship Winner and I satisfied all eligibility requirements (e.g., as to Scholarship Winner's place of residence, vaccination status, and lack of familial affiliation with the NYS Higher Education Services Corporation ["HESC"], the NYS Department of Health ["DOH"], the NYS Office of Information Technology Services ["ITS"] and/or the NYS Executive Chamber ["Chamber"] at the time of entry and selection), in the Official Rules as set forth in Appendix A, which I acknowledge having read and understood, and any other requirements imposed by rule or law. I further acknowledge and agree that I have complied and/or will comply with all of the terms of the Official Rules.

#### B. AWARD RECIPIENT OBLIGATIONS

1. I understand and agree as follows:

- i) the Scholarship Winner must attend a State University of New York ("SUNY") institution or a City University of New York ("CUNY") institution to receive the Vaccine Incentive Award ("Award");
- ii) the Award is not a guarantee of admission, the Scholarship Winner must independently meet the admissions and academic requirements of the SUNY or CUNY school in which they enroll ("School") in order to receive the Award;
- iii) multiple payments may be made to the Scholarship Winner's School under this Prize Agreement ("Agreement");
- iv) the Scholarship Winner must matriculate and remain continuously enrolled in a full-time degree program at a SUNY or CUNY School in order to maintain eligibility for the Award, subject to the exception of an approved leave of absence or part time study, as described in Part E of this agreement, or transfer to another eligible program or school;
- v) unless approved for a leave of absence or part time study as described in Part E of this agreement, if the Scholarship Winner fails to remain continuously enrolled full-time at their School (or to complete a contemporaneous transfer to another eligible School), they will forfeit the Award and be ineligible for any further payments; and
- vi) payments made on behalf of the Scholarship Winner will equal the federally defined cost of attendance charged by their School during each term they are enrolled full time, including tuition and fees, books, course materials, supplies and equipment, food and housing, transportation, and miscellaneous personal allowances, as calculated by the School;

2. I agree to fully comply with the Official Rules of the Contest and all associated rules and procedures, as they are now in effect and as they may be amended in the future. I understand that failure to comply with the Official Rules or any term or condition in this Agreement may void the Award and result in its forfeiture.

3. I understand that to be eligible for the Award, the Scholarship Winner must, among other eligibility requirements:

- i) have resided in New York State on the date they entered the Vaccine Incentive; and
- ii) have received at their first dose of an immunization against the virus that causes COVID-19 by the date they entered the Vaccine Incentive contest and achieve full vaccination (the second dose of Pfizer/Moderna) in order to remain eligible to receive the prize;
- iii) remain in good academic standing and otherwise eligible for continued enrollment at their School, or contemporaneously transfer to another eligible school; and
- iv) provide all required supplemental documentation to determine eligibility for payment of the Award.

#### C. HESC OBLIGATIONS

1. HESC will pay tuition and any required fees to the School which the Scholarship Winner attends for each semester in which the Scholarship Winner is eligible for the Award, as described below in Part D.

2. Tuition shall mean the actual tuition charged to the Scholarship Winner by the School.

3. Required fees shall mean all mandatory fees pursuant to state law, regulation, and school policy.

4. HESC will make a payment to the School in an amount sufficient to cover the additional costs of attendance, including room and board, books, transportation, and other incidental expenses for each semester in which the Scholarship Winner is eligible for the Award, as described herein.

- i) The allowance for books, course materials, supplies and equipment will be for a reasonable amount, as determined by the School, of a student's cost of books, course materials, supplies and equipment for a semester;

- ii) The allowance for transportation will be for a reasonable amount, as determined by the School, of a student's cost for transportation for a semester. This amount may include the cost of travel between the Scholarship Winner's residence and their School, and any cost of travel required for completion of a program of study;
- iii) The allowance for room and board, for a student who lives in School-owned or operated property, will be the actual amount charged the student for room and board for the semester; and
- iv) The allowance for room and board, for a student who lives off-campus, shall be the standard allowance for room and board used by the School.

5. In no event shall the amount of the Award exceed the Scholarship Winner's actual cost of attendance for the semester.

#### D. ENROLLMENT

1. The acceptance of this Award is NOT A GUARANTEE OR ASSURANCE OF ADMISSION OR ENTRY into any college or university. The Scholarship Winner must independently meet all requirements for admission and continued attendance at their School (or contemporaneous transfer to another eligible School), including, but not limited to, all academic performance requirements, degree program requirements, health requirements, and student conduct policies.
2. The Scholarship Winner must matriculate in an undergraduate degree program and remain continuously enrolled at a School (or contemporaneous transfer to another eligible program or school) on a full-time basis to maintain eligibility. Unless otherwise approved for a leave of absence or part-time study as described in Part E, the failure of the Scholarship Winner to maintain continuous, full-time enrollment will void the Scholarship and result in its forfeiture.
3. Except as otherwise limited by this Agreement, the Scholarship Winner will be eligible for Award funds for eight (8) semesters, or ten (10) semesters if enrolled in an opportunity program or a degree program that normally takes five (5) years to complete, or until the Scholarship Winner obtains a bachelor's degree, whichever is less.
4. Any Award funds not utilized by the end of the semester in which the Scholarship Winner reaches age thirty (30) will be forfeited.

#### E. LEAVE OF ABSENCE

1. The Scholarship Winner may request permission from HESC to take a leave of absence or matriculate on a less than full-time basis for any semester without impact to the Scholarship Winner's continued eligibility to receive an Award. Approval of such requests shall be at the sole discretion of HESC, in consultation with School.
2. HESC may approve requests for a leave of absence or less than full-time enrollment if HESC finds the requests to be highly justified, extraordinary, and supported by pertinent documents. Highly justified reasons could include, but are not limited to, the death of a family member, medical leave, military service, service in the Peace Corps, or family leave, or to correspond to an accommodation made by School pursuant to relevant law.
3. Any approved leaves of absence or semesters of less than full-time enrollment will not extend the age limit for the Award as described above at D.4.
4. Any semesters of less than full-time enrollment shall count as one semester for purposes of the Award's duration as described above at D.3 unless such requirement is specifically waived by HESC.

#### F. ASSIGNMENT

1. This Award is for the benefit of the Scholarship Winner only and is not transferrable to any other person.
2. HESC may subsequently assign this Agreement to third parties who will assume HESC's duties and obligations under the Agreement, and who shall be third-party beneficiaries to this Agreement.
3. No assignment, other than that described above at F.2, substitution, exchange, or cash equivalent will be allowed, except at HESC's sole discretion.

#### G. REPORTING REQUIREMENTS

1. I agree to be solely responsible for all reporting for income tax purposes, and for the payment of any taxes arising from participating in the Vaccine Incentive and the acceptance and use of the Award. Neither HESC, the State of New York, or any of its agencies can or have provided tax advice concerning the tax ramifications of accepting the Award.
2. I will fully and accurately comply with all information and/or document requests made for Vaccine Incentive and/or Award administration purposes.
3. I consent to HESC communicating with me in connection with the Vaccine Incentive using any phone number, email address, or other means of communication that I provide to HESC or that HESC obtains from any other source, regardless of whether I incur a cost in connection with that method of communication.

## H. OTHER PROVISIONS

1. JURISDICTION: I irrevocably:
  - i) consent to the exclusive jurisdiction of the United States District Court for the Northern District of New York, or in the event that such court lacks jurisdiction, the Supreme Court of the State of New York for the County of Albany, for any proceedings which may arise out of or relate to this Prize Agreement (a "Proceeding");
  - ii) waive any objection to the convenience of any such court; and
  - iii) waive any right to bring any proceeding in any other court or forum; and
  - iv) agree to hold New York State and its employees and agents harmless against all claims arising out of my or the Scholarship Winner's participation in the Incentive.
2. SEVERABILITY: The provisions of this Prize Agreement shall be construed to be independent and severable and if any provision of this Prize Agreement is found to be invalid or otherwise unenforceable, such provision will be severed and the remaining provision(s) of this Prize Agreement will remain in full force and effect.
3. GOVERNING LAW: This Prize Agreement and any amendments hereto shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New York, without giving effect to its choice of law principles.
4. New York State or any agency therefore shall have the right to use my and/or the Scholarship Winner's name, biographical information (such as age, occupation, and town or city of residence), image, likeness, and statements relating to the Vaccine Incentive and Award for advertising, publicity and marketing purposes in perpetuity without compensation.
5. HESC reserves the right, in its sole discretion, to terminate, modify or suspend the program at any time and for any reason.
6. This Agreement shall take effect once it is signed by both parties.

## I. PRIVACY POLICY NOTICE

1. Protecting the privacy of your personal information is important to HESC. HESC respects your right to privacy and recognizes its obligation to keep information about you and your Scholarship Winner secure and confidential in compliance with State and federal laws; therefore, HESC maintains physical, electronic and procedural safeguards in compliance with federal and State laws and regulations to safeguard your personal information.
2. For purposes of this Prize Agreement, the term "personal information" shall mean any information concerning you or your Scholarship Winner, which, because of name, number, symbol, mark or other identifier, can be used to identify you or the Scholarship Winner.
3. HESC collects personal information in accordance with the provisions of Articles 13 and 14 of the New York State Education Law and applicable regulations. Sources of such information include, but are not limited to, your Scholarship Winner's postsecondary institution(s).
4. HESC does not disclose any personal information to anyone except as permitted by law.
5. HESC restricts access to your personal information to those HESC employees, employees of other agencies, your postsecondary institution(s), contractors and agents, and any other entities or individuals who need to know this information for the administration, service and/or collection of your Scholarship Winner's Award.
6. HESC and New York State's postsecondary public institutions will administer the Awards and maintain record systems that will include your personal information. HESC's records are maintained at its Office of Grant and Scholarship Programs located at 99 Washington Avenue, Albany, New York 12255. For HESC, you or your Scholarship Winner may access and review such information by filing a Personal Privacy Protection Law (PPPL) request with HESC's PPPL Compliance Officer at [www.hesc.ny.gov/pppl-request](http://www.hesc.ny.gov/pppl-request), or as otherwise directed by HESC. For access to your Scholarship Winner's personal information at your Scholarship Winner's chosen postsecondary public institution, please contact the appropriate administrative office at your Scholarship Winner's chosen School.
7. HESC shall, within five (5) business days of the date of the receipt of a proper request to access and review your or your Scholarship Winner's personal information: (i) provide access to the personal information; (ii) deny access in writing, explaining the reasons therefore; or (iii) acknowledge the receipt of the request in writing, stating the approximate date when the request will be granted or denied, which date shall not be more than thirty (30) days from the date of the acknowledgment. In accordance with the Family Educational Rights and Privacy Act (FERPA), HESC will be unable to provide you with any personal information regarding your Scholarship Winner once the Scholarship Winner reaches the age of eighteen (18) or enrolls in a postsecondary institution, whichever occurs first.

**Please provide the following information:**

Name of Scholarship Winner \_\_\_\_\_

Scholarship Winner's Date of Birth: \_\_\_\_\_

By my signature below, I (a) agree to the terms of this Prize Agreement; (b) certify under penalty of perjury that the representations I have made are true; and (c) certify that I have read this Prize Agreement and that I fully understand my rights and obligations and the Scholarship Winner's rights and obligations under this Prize Agreement.

\_\_\_\_\_  
Signature of Scholarship Winner's Parent/Guardian

\_\_\_\_\_  
Date