

RWJF AWARD FOR HEALTH EQUITY PRESENTED BY AIDS United

OFFICIAL RULES - 2020

The RWJF Awards for Health Equity are a series of Awards, supported by Robert Wood Johnson Foundation (“RWJF”), but presented, offered, and administered separately by independent organizations. The following nine organizations are each administering, offering, and presenting one Award:

- AIDS United
- Asian & Pacific Islander Caucus for Public Health
- Community-Campus Partnership for Health
- Hispanics in Philanthropy
- Leading Age Inc.
- The National Association of Free & Charitable Clinics
- National Civic League
- National Recreation and Parks Association
- Youth MOVE National

The following are the Official Rules (the “Rules”) governing the **RWJF Award for Health Equity presented by AIDS United** (the “RWJF-AIDS United Award”) Entry into each organization’s offer is separate.

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.

SUBMISSION OF AN ENTRY OR ACCEPTANCE OF THE RWJF-AIDS United AWARD CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE RULES.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY. THE RWJF-AIDS United AWARD IS VOID WHERE OTHERWISE PROHIBITED BY LAW.

1. **SPONSOR:** The sponsor of the RWJF-AIDS United Award is AIDS United, 1101 14th St NW, Suite # 300, Washington, DC 20005 (the “Sponsor”).

2. **ELIGIBILITY:** The RWJF-AIDS United Award is open only to individuals and teams of no more than two individuals, who are (a) citizens or legal residents of the United States, (b) thirteen (13) years of age or older, (c) not a trustee, director, officer, shareholder, employee, contractor, agent, representative, or affiliate of RWJF, Sponsor, selection committee or the spouse/domestic partner, parent, sibling, child, or grandchild of any of the foregoing, (d) have not previously received any RWJF Award for Health Equity from any sponsor organization in any year. Each individual, each team, and each individual member of a team, is referred to as a “Nominee” in these Rules. Nominees who are determined at any time to have violated the eligibility criteria will be disqualified from the RWJF-AIDS United Award.

3. **RWJF-AIDS United Award:** The RWJF-AIDS United Award recognizes individuals or teams of individuals who successfully implemented a systems-change approach to reduce health disparities within the past two years in one or more of the following areas: access to quality care, education, employment, income, community environment, housing, and public safety. The RWJF-AIDS United Award will open submissions on Tuesday, September 8, 2020 and will close submissions on Friday, October 16th, 2020. Entries will be evaluated based on the judging criteria set forth in Section 10 below. Based on this review, a maximum of one (1) Nominee

(individual or team) may be selected as the winner. No award will be made if the judges determine that none of the Nominees is sufficiently meritorious applying the judging criteria set forth in Rule 10 below.

Entry into the RWJF-AIDS United Award does not constitute entry into any other program or promotion that may be offered by the Sponsor or RWJF including, but not limited to, RWJF Awards for Health Equity sponsored by other organizations.

4. PRIZE: A maximum of one (1) Nominee (individual or team of two individuals) will receive a \$3,000 prize (“Winner”). The Prize is unrestricted; it may be used in any way determined by the recipient. While recipients may be invited to meetings by the administering organization or RWJF, attendance at such events is not required as a condition of the accepting the Prize. In the event a team of individuals is selected, the prize will be divided equally between the two team members. No award will be made if the judges determine that none of the Nominees is sufficiently meritorious applying the entries satisfying the judging criteria set forth in Rule 10 below. It is anticipated that Prize, if awarded, will be distributed within ninety days of the announcement of the winner.

Each winner may be required to execute an Affidavit of Eligibility and Release as a condition to receiving a Prize. If any potential winner is under the legal age of majority in his/her state of residence a parent or legal guardian will be required to confirm permission to participate in and eligibility to receive the prize (“**Parent/Guardian Permission Document**”) in addition to the Affidavit of Eligibility and Release. If a winner fails or refuses to sign and return the Affidavit of Eligibility and Release and the Parent/Guardian Permission Document (if applicable) within five days of the Sponsor’s and/or RWJF’s request (or a shorter time as exigencies may require), the winner may be disqualified and an alternate winner may be selected. No more than the advertised number of prizes will be awarded. Prize will be delivered only to an address in the United States. **THE WINNER IS RESPONSIBLE FOR REPORTING AND PAYING ANY INCOME TAXES OR OTHER TAXES THAT MAY APPLY TO ACCEPTING A PRIZE; THE SPONSOR IS NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES, BUT WILL DELIVER A FORM 1099 TO THE WINNER AND REPORT THE WINNINGS TO THE IRS.**

5. HOW TO ENTER: The entry period for the RWJF-AIDS United Award will open on September 14th, 2020. Entries will be accepted through 11:59 pm Eastern Time in October 21st, 2020 (the “**Entry Period**”).

The Sponsor reserves the right, in addition to those other rights reserved herein, to modify any dates or deadlines set forth in these Rules or otherwise governing the RWJF-AIDS United Award.

Entries must include the materials described on the AIDS United website and must be received during the Entry Period. Individuals may be nominated by others or self-nominate. The Sponsor is not responsible for entries that are late, lost, stolen, misdirected or non-deliverable due to any reason whatsoever, including, without limitation, online communication malfunction or failure, computer or computer program malfunction or failure or human error that may occur in the processing of entries to this RWJF-AIDS United Award.

Unlawful, plagiarized, third-party intellectual property infringing, unintelligible, illegible, obscene, indecent or incomplete entries will be disqualified in the Sponsor's sole discretion. The Sponsor reserves the right to scrutinize all new entries for these requirements at any time during or after the RWJF-AIDS United Award process.

The Sponsor reserves the right in its sole discretion to disqualify any Nominee if the Nominee or individual or organization submitting a nomination (“**Nominator**”) is found to be tampering with the entry process or the operation of the RWJF-AIDS United Award, to be acting in violation of these Rules, or to be acting in an

unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the RWJF-AIDS United Award, or to annoy, abuse, threaten, or harass any other person.

Except as otherwise stated in these Rules, personal information collected in connection with the Award will be used in accordance with Sponsor's privacy policy and with any additional consent given by Nominator or Winner at the time of entry.

6. REPRESENTATIONS AND WARRANTIES: Each Nominator, by submitting an entry, and Winner, by accepting the prize, represents, warrants, and agrees that the entry (a) contains accurate information and (b) is being submitted with the knowledge and permission of the Nominee named in the entry. All facts are subject to verification at any time. Nominator and Nominee agree to cooperate with any verification requests. Failure to cooperate may result in disqualification.

7. INDEMNIFICATION: Each Nominator, by submitting an entry, and Winner, by accepting the prize, agrees to indemnify, defend, and hold harmless the Sponsor, RWJF, and each of their respective directors, trustees, officers, employees, agents, consultants, and successors and assigns, from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising from the entry or any breach or alleged breach of any of the representations, warranties, and covenants of Nominator or Winner.

8. LICENSE: By participating in the RWJF-AIDS United Award program as a Nominator or Winner, each Nominator and Winner hereby irrevocably grants the Sponsor a non-exclusive, royalty free, sub-licensable, worldwide, license and right to use the entry to the extent necessary to administer the RWJF-AIDS United Award.

9. PUBLICITY RELEASE: By participating in the RWJF-AIDS United Award, in addition to any other rights granted herein or which may be granted in any other agreement entered into between the Sponsor and/or RWJF, on the one hand, and any Nominator or Winner, on the other hand, each Nominator and Winner, to the extent allowed by applicable law, hereby irrevocably (a) grant to each of the Sponsor and RWJF the right to use such Nominator's and Winner's name, likeness, image, and biographical information in any and all media for any purpose, including, without limitation, advertising and promotional purposes relating to the RWJF-AIDS United Award and (b) releases Sponsor and RWJF from any liability with respect thereto.

10. WINNER SELECTION/JUDGING CRITERIA: A panel of judges will be composed of the AU Board of Trustees Executive Committee - (collectively, the "Judges") and select winning entries from all eligible entries based on the following judging criteria:

- Nominee's work shows alignment with Robert Wood Johnson Foundation's vision for building a Culture of Health and achieving health equity
- Nominee's work demonstrated success to change systems that impact health outcomes in one or more of the following areas: access to quality care, education, employment, income, community environment, housing, and public safety
- Nominee's work provided a solution to improve outcomes for groups most affected by health disparities
- Nominee's successfully implemented a systems-change approach to reduce health disparities within the past two years
- Nominee's work addresses HIV-related inequities in their communities

The judging criteria are to be applied in the sole discretion of the Judges. By participating in the RWJF-AIDS United Award, each Nominator and Nominee into the RWJF-AIDS United Award acknowledges and agrees to be bound by and not challenge the final decision of the Judges.

11. NOTICE TO WINNER: Attempts to notify potential winners will be made using the contact information provided by the Nominator. The Sponsor is not responsible for e-mail or other communication problems of any kind. If, despite reasonable efforts, a potential winner does not respond within five days of the first notification attempt (or a shorter time as exigencies may require), or if the Prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit the Prize and an alternate winner may be selected in the sole discretion of the Sponsor. If any potential prize winner is found to be ineligible, or the Nominator or Nominee in question has not complied with these Rules or declines the applicable Prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected.

12. GENERAL LIABILITY RELEASE: Each Nominator and Winner agrees that the Sponsor and RWJF (a) shall not be responsible or liable for any losses, damages, or injuries of any kind (including death) resulting from participation in the RWJF-AIDS United Award or any RWJF-AIDS United Award-related activity, or from Winner's acceptance, receipt, possession, use, or misuse of any Prize, and (b) have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any Prize, including, without limitation, regarding such prize's merchantability or fitness for a particular purpose. The Sponsor assumes no responsibility for any damage to a Nominator's computer system which is occasioned by accessing the Sponsor's website or participating in the RWJF-AIDS United Award, or for any computer system, phone line, hardware, software, or program malfunctions, or other errors, failures, delayed computer transmissions, or network connections that are human or technical in nature.

13. FORCE MAJEURE: In the event an insufficient number of eligible entries is received or the Sponsor is prevented from awarding a Prize or continuing with the RWJF-AIDS United Award as contemplated herein by any event beyond its control, including, without limitation, fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control ("**Force Majeure**"), the Sponsor shall have the right to modify, suspend, or terminate the RWJF-AIDS United Award. If the RWJF-AIDS United Award is terminated for Force Majeure before expiration of the Entry Period, the Sponsor will (if reasonably possible) select a winner from all eligible, non-suspect entries received as of the date of the event giving rise to the termination.

14. MODIFICATION OF THE RULES: These Rules cannot be modified or amended in any way except in writing by Sponsor. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

15. GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS RELATING HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAWS RULES OR PROVISIONS. ANY LEGAL CLAIMS ARISING FROM OR RELATING TO THE RWJF-AIDS United AWARD OR THESE OFFICIAL RULES MUST BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED IN MIDDLESEX COUNTY, NEW JERSEY, AND EACH ENTRANT HEREBY CONSENTS AND WAIVES ANY OBJECTION TO THE JURISDICTION OF SUCH COURTS FOR SUCH DISPUTES.

16. **WINNER LIST:** The name of the Winner will be posted on the Sponsor's website for a 90-day period, starting from the date of official notification to the award recipient.