

SAS HBCU+ Fellows Program 2023-2024 Competition Terms and Conditions of Participation

OBJECTIVE: SAS Institute Inc. (“SAS” or “Sponsor”) is conducting a competition (the “Competition”) for individual instructional faculty members of Historically Black Colleges and Universities (“HBCU”) and Predominantly Black Institutions (“PBI”) both as defined by the Higher Education Act of 1965, as amended, to compete for an opportunity to participate in the SAS HBCU+ Fellows Program 2023- 2024 (the “Program”). The Program is anticipated to commence on February 6, 2024 and will conclude on November 15, 2024, or such other dates as solely determined by Sponsor (the “Program Period”).

HOW TO PARTICIPATE: PLEASE READ THIS ENTIRE SET OF TERMS AND CONDITIONS CAREFULLY AND THOROUGHLY. IF YOU HAVE QUESTIONS ABOUT ANY ASPECT OF THE COMPETITION OR THESE TERMS AND CONDITIONS, PLEASE CONTACT academic@sas.com. To submit your entry for the Competition, please visit the competition webpage at https://www.sas.com/en_us/events/22q3/hbcu-fellows.html and follow the instructions. Applications must be submitted via the Qualtrics form available https://sas.qualtrics.com/jfe/form/SV_73SsaXZGbdWWIGm and according to the instructions on the competition webpage. Competition entries will be accepted between August 28, 2023 and October 2, 2023. All submissions must be received by 11:59:00 PM Eastern Time on October 2, 2023 to be eligible for entry into the contest.

In the event of a dispute over the identity of the individual making a particular Competition submission, the submission will be deemed to have been made by the registered user of the e-mail/Internet account through which the submission was transmitted or with which the submission is associated. Sponsor (i) assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, submissions; (ii) is not responsible for any problems or technical malfunction of or relating to any communications equipment, telephone or cellular network, operations, or lines, computer, online systems, servers, or provider, computer equipment, hardware, software, failure of any entry information to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website or email server or address, and (iii) assumes no responsibility for any combination of the aforementioned events, including for any injury or damage to any participant’s or any other person’s computer related to or resulting from participation in, or downloading or uploading any materials relating to, the Competition.

ELIGIBILITY FOR PARTICIPATION AND GUIDELINES FOR SUBMISSIONS: To participate in the Competition, you must be at least 18 years of age at the time you submit your entry and you must be currently employed as an instructional faculty member (of any rank) of an HBCU or PBI to instruct or teach HBCU or PBI students. The award can only be granted to an individual, not to a team, and your participation must be, in all respects, legal and lawful in the jurisdiction from which you make your submission. Sponsor is not responsible for submissions made in contravention of any law or regulation in any jurisdiction or location. Void in the Province of Quebec and where prohibited by law. Employees (including immediate family members and/or those living in the same household of each) of Sponsor and its subsidiaries and affiliated companies, and the immediate family members of each are not eligible to participate. FELLOWSHIP RECIPIENTS ARE SOLELY RESPONSIBLE FOR OBTAINING ANY NECESSARY DOCUMENTATION FOR TRAVEL, INCLUDING BUT NOT LIMITED TO PASSPORT, UNITED STATES VISA, HEALTH RECORDS, PHOTO IDENTIFICATION, AND ANY OTHER REQUIRED RECORDS OR DOCUMENTS. SPONSOR IS NOT RESPONSIBLE FOR THE INABILITY OF ANY FELLOWSHIP RECIPIENT TO GAIN LAWFUL AND/OR TIMELY ENTRANCE INTO THE UNITED STATES. FELLOWSHIP RECIPIENTS ARE STRONGLY ENCOURAGED TO PLAN SUFFICIENTLY AHEAD TO ENSURE THEIR OWN ABILITY TO OBTAIN LAWFUL, TIMELY ENTRY TO THE UNITED STATES, IF APPLICABLE.

Competition submissions must be the original work of the entrant; must be suitable for publication; and must not infringe third-party rights. In addition, all entries must include the following:

Responses to the following questions and prompts:

- a) **Required:** Describe your passion for analytics and how it drives your teaching. [Word Limit: 500]
- b) **Required:** Why are you interested in the HBCU+ Fellows Program? Tell us how your participation in the Program will impact your teaching, your students, and your department or institution. [Word Limit: 500]
- c) **Required:** Wherever you are in your analytics journey, we want to understand your vision for the future of your teaching. How do you envision integrating analytics into your teaching as a result of your participation in the Program? To strengthen your response, provide details of your plan and course such as, learning

objectives, course outlines, and/or timeline of course development and implementation. For resources you may visit: https://www.sas.com/en_us/learn/academic-programs.html

Optional: Upload one file containing course syllabi or course materials to supplement your response to Question (c) above.

JUDGING OF ENTRIES: Submissions will be judged according to the following criteria and considerations:

- Interest in data analytics
- Feasibility of proposed plan
- Projected impact to teaching

Based on the judging of the submissions, four (4) individuals (each a “**Fellow**”, collectively “**Fellows**”) will be selected to participate in the Program (each such participation in the Program a “**Fellowship**”) and Sponsor will attempt to notify the winners on or about October 26, 2023. The winner shall confirm to Sponsor their ability to accept the Fellowship no later than November 6, 2023. In the event a finalist declines the opportunity, Sponsor will contact alternates on or around November 8, 2023. Any alternate offered a Fellowship will have until November 14, 2023 to accept the Fellowship. Non-compliance may result in disqualification and an alternate Fellowship recipient may be selected. Decisions of the judges are final. By participating, entrants agree to be bound by these Terms and Conditions and the judges’ decisions.

PRIZE AND APPROXIMATE RETAIL VALUE: Only four (4) Fellowships will be awarded, and each Fellowship will consist of the following:

- (a) One (1) Fellowship per each one (1) Fellow with Sponsor during the Program Period.
- (b) One (1) round-trip economy airfare to and from to SAS Headquarters in Cary, North Carolina from a major airport located within the United States and in reasonable proximity to the home of the Fellow and hotel accommodations (one room) in or near Cary, North Carolina or, in the alternative and at the sole discretion of Sponsor, mileage reimbursement (using the standard IRS mileage reimbursement rate) for travel to and from SAS Headquarters if Fellow resides within a 200 mile radius of SAS Headquarters in Cary, North Carolina. Fellows are responsible for their own transportation to and from their home airport. Airport, airline, and hotel to be selected in the sole discretion of SAS.
- (c) Quarterly opportunities to meet SAS experts at the forefront of analytics innovation, teaching, and learning.
- (d) Customized support for teaching and learning.
- (e) A digital badge and a plaque to recognize successful completion of the Fellowship.
- (f) An opportunity to mentor future cohorts of other SAS HBCU+ Fellows programs.

Fellows will be expected to commit five to eight hours each quarter to (a) attend virtual meetings with SAS Academic Programs, (b) work on the development of a syllabus that integrates SAS tools into a new or existing course within their department of their HBCU or PBI, and (c) develop a learning plan to be executed by end of fellowship program. More information and detail about the mechanics of the Fellowships will be provided to the Fellows after selection, including relevant deadlines and additional requirements for participation. Fellows must comply with all requirements and limitations communicated by Sponsor or imposed by law or regulation, and Sponsor is not responsible for the failure of any Fellowship recipient to do so.

The total value of the Fellowship will vary, depending on the location of the Fellowship recipient and airfare. ALL TAXES ON THE FELLOWSHIP ARE SOLELY THE RESPONSIBILITY OF THE FELLOWSHIP RECIPIENT. If required by applicable law, Sponsor will issue an IRS 1099 form to each Fellowship recipient to identify the value of the Fellowship. For information and planning purposes, and without being obligated to award any Fellowship at any particular value, SAS estimates that the value of each Fellowship may range from US\$1,500.00 to US\$2,500.00. However, the actual value may be less or may be greater. Any difference in between the approximate value and the actual value will not be awarded. Fellows are not permitted to make any substitutions nor to claim any portion of the Fellowship in cash.

CONDITIONS OF PARTICIPATION (IMPORTANT INFORMATION THAT AFFECTS YOUR RIGHTS): IN THE EVENT A ENTRY IS DETERMINED BY SPONSOR NOT TO BE THE ORIGINAL WORK OF THE ENTRANT OR TO INFRINGE OR POTENTIALLY INFRINGE ANY THIRD PARTY’S RIGHTS, SPONSOR RESERVES THE RIGHT TO DISQUALIFY THE ENTRY, IN THEIR SOLE DISCRETION, FROM THE COMPETITION AND, IF A FELLOWSHIP AWARD HAS ALREADY BEEN MADE BASED ON SUCH

A NON-CONFORMING SUBMISSION, SPONSOR RESERVES THE RIGHT TO WITHDRAW OR CANCEL THE FELLOWSHIP OR RECOUP THE VALUE OF THE FELLOWSHIP FROM THE RECIPIENT.

Submission of any entry constitutes the entrant's irrevocable, non-exclusive license to Sponsor and its agents and affiliates to publish, use, adapt, edit and/or modify such entry, including, without limitation, screenshots and selected portions of the entry, in any and all media, throughout the universe, and in perpetuity, for use in association with Sponsor's advertising, promotion, archiving and review, or any other purpose, without acknowledgement, additional compensation, or opportunity for review by the entrant. By entering, entrants acknowledge compliance with these Terms and Conditions, including all eligibility requirements, and each entrant warrants and represents that his or her entry meets all restrictions and requirements of these Terms and Conditions and all applicable law. Sponsor reserves the right to suspend, cancel, or modify this Competition as determined by Sponsor in its sole discretion. Sponsor further reserves the right to award less than one (1) Fellowship or more than one (1) Fellowship, as circumstances may warrant, in the sole discretion of Sponsor.

In order to participate the Fellowship at SAS, you must successfully pass all background screenings. This offer is contingent upon the following:

- Submitting to and successfully passing SAS' drug screen and background check; and
- Validation of appropriate verification of your identity and employment authorization as required by the Immigration Reform and Control Act.

LIABILITY AND PUBLICITY RELEASE (ADDITIONAL IMPORTANT INFORMATION THAT AFFECTS YOUR RIGHTS): By accepting a Fellowship, the recipient consents to Sponsor's use of their name, image, biographical details, and likeness without additional compensation, unless prohibited by law. **FELLOWSHIP RECIPIENTS AND PARTICIPANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY SPONSOR, ITS PARENT, SUBSIDIARY, AND AFFILIATED ENTITIES, THEIR SUCCESSORS AND ASSIGNS, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS COMPETITION AND THE CONFERENCE, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE FELLOWSHIP, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE FELLOWSHIP OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY COMPETITION-RELATED OR CONFERENCE-RELATED ACTIVITY.**

Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the Competition materials, including the webpage, administration or execution of the Competition, or in the announcement of the Fellowship recipients. Sponsor retains the discretion to make all decisions regarding the interpretation and application of these Terms and Conditions, including any ambiguities. All decisions of Sponsor are final and discretionary. In the event the selected Fellowship recipient is ineligible or refuses the Fellowship, the Fellowship will be forfeited and Sponsor, in its sole discretion, may select an alternate Fellowship recipient from remaining entries, time permitting as determined by Sponsor in its sole discretion.

PRIVACY. All personal information collected in connection with this promotion will be handled by SAS Institute Inc. and its affiliates ("SAS") in accordance with these Terms and Conditions and the SAS Privacy Statement, available at <http://www.sas.com/privacy>. [By participating in this promotion, you agree to receive occasional emails from SAS about our products and services. You may opt out at any time by clicking the opt-out link in the emails or by contacting us directly at privacy@sas.com.]

COMPETITION SPONSOR: This Competition is being sponsored by SAS Institute Inc., SAS Campus Drive, Cary, North Carolina 27513, USA. The names of the Fellowship recipients are available upon request if you send a written request and a self-addressed stamped envelope for receipt at SAS by December 31, 2023, to Lilia Rodriguez, SAS Institute Inc., SAS Campus Drive, Cary, NC 27713.