NATIONAL WILDLIFE FEDERATION STUDENT INNOVATIVE POLICY MEMO CONTEST FOR STATE & LOCAL POLICY TOOLS THAT IMPROVE WATER QUALITY & FLOOD RESILIENCE THROUGH LAND MANAGEMENT PRACTICES

Please read all six pages carefully!

THE NATIONAL WILDLIFE FEDERATION STUDENT INNOVATIVE POLICY MEMO CONTEST FOR STATE AND LOCAL POLICY TOOLS THAT IMPROVE WATER QUALITY AND FLOOD RESILIENCE THROUGH LAND MANAGEMENT PRACTICES ("the CONTEST") IS SPONSORED AND ADMINISTERED BY NATIONAL WILDLIFE FEDERATION ("NWF" or "SPONSOR"), A 501(C)(3) ORGANIZATION WITH A CHARITABLE MISSION OF UNITING ALL AMERICANS TO ENSURE WILDLIFE THRIVE IN A RAPIDLY CHANGING WORLD WITH ITS PRINCIPLE PLACE OF BUSINESS AT 11100 WILDLIFE CENTER DRIVE, RESTON, VIRGINIA 20190.

OFFICIAL CONTEST INFORMATION AND RULES

BY ENTERING THIS COMPETITION, YOU AGREE TO THESE TERMS AND CONDITIONS:

- 1. **WHO IS ELIGIBLE:** The CONTEST is open to all U.S. legal residents at least eighteen (18) years of age that are students enrolled at an accredited U.S. University or Tribal College and in good academic standing ("Entrants"), excluding residents of except employees and Board Members of NWF, their immediate families and individuals living in the same household as such employees and Board Members. NWF reserves the right to verify, in its sole judgment, entrant eligibility.
- 2. **CONTEST ENTRY PERIOD:** The CONTEST opens at 12:01 am Eastern Standard Time (EST) on May 15, 2023, and closes on June 30, 2023, at 11:59 pm EST. NWF may modify the Contest Entry Period in its sole discretion.
- 3. **HOW TO ENTER:** During the Contest Entry Period, All Entrants must enter the CONTEST by e-mailing entries to NWF Senior Agriculture Specialist Lekha Knuffman at KnuffmanL@nwf.org. Entries shall include Entrant's name, contact information, and an original policy memo as described below ("Entry"). In the event of a dispute regarding any submission, the authorized account holder of the email address used to submit the Entry shall be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder. By submitting an Entry you have accepted the Rules.

- 4. **ENTRY INFORMATION:** A valid Entry must contain all requested information in the Contest announcement and in these Official Rules. The judges use this information to help them select the winners. Not providing full information may disqualify your Entry by the Judges.
- 5. **MEMO PROMPT:** Submitted memos must address the following "prompt": NWF is excited to offer awards that recognize undergraduate or graduate students over the age of 18 who develop innovative recommendations for state and local policies that can help improve water quality and/or the resilience of communities to flooding through nature-based approaches. Nature-based solutions include conserving and restoring natural ecosystems, such as healthy wetlands, floodplains, and forests, as well as employing engineered systems designed to mimic natural system functions. The area of geographic interest is the Mississippi River mainstem states including overlapping Tribal and Indigenous lands and waters (Minnesota, Wisconsin, Iowa, Illinois, Missouri, Kentucky, Tennessee, Arkansas, Mississippi, and Louisiana).

NWF is interested in a range of policy concepts that address any combination of the following areas:

- Nature-based solutions for hazard risk reduction (i.e. flood risk, drought, etc.);
- Protection or restoration of existing natural floodplains, wetlands, and/or wildlife habitat
- Long-term climate adaptation efforts, including though the promotion of nature-based solutions
- Water quality improvements, including through the use of nature-based solutions; and
- Best Management Practices for sustainable agriculture practice adoption

NWF is not seeking specific legislative language, but rather concepts/outlines of policies that, from an educational perspective, might be helpful for communities working in the region to adapt to their needs, and an analysis of what the proposed policy might accomplish.

- 6. **JUDGING & CRITERIA:** Entries will be judged on originality and innovation, clarity of ideas, quality of writing, supporting evidence, applicability and scalability, and understanding of state and local policy landscapes by a panel of NWF staff and advisors. All decisions by the Judges will be final and binding.
- 7. **MEMO FORMAT AND TECHNICAL REQUIREMENTS:** Memos submitted with Entries must consistent of 800-1,000 words responding to the memo prompt above. The memo must include an abstract, background and introduction, narrative section/policy recommendations, analysis of feasibility and potential impacts of policy recommendations, and references (references are not included in the total word count). In the event the memo has multiple authors, please include names and contact information for each individual author. Memos submitted in Entries must be in .pdf or .doc (.docx) form and may only be submitted once.
- 8. **WINNER NOTIFICATION:** Contest winner(s) will be notified via email using the information provided on the Entry. Contest winner(s) will be required to respond to the notification or the Contest may be forfeited. NWF will not be liable for unsuccessful efforts to notify the winner. Decisions by NWF of winner eligibility, notification, and acceptance or disqualification will be final and binding. Failure to comply with these Official Rules may result in disqualification. Contest winner will be posted on NWF social media channels, including Facebook and Twitter, as well as on the NWF website, and/or through email following winner verification. Potential winner(s) may be required to submit an Affidavit of Eligibility / Release of Liability / Prize Acceptance Form (collectively, the "Affidavit") within seven (7) business days of attempted notification. Parents or legal guardians of any potential prize winner under the age of majority in his/her state of residence (which is eighteen (18) in most states, but nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Affidavit in order for the potential prize winner to be qualified to receive his/her prize. If a prize or Affidavit is

returned to Sponsor as undeliverable, is lost, rejected or faulty or if Sponsor does not receive a response from any potential winner within seven (7) business days of attempted notification, such winner may be disqualified and the prize will be awarded to an alternate potential winner. Noncompliance shall result in disqualification and award of the prize to an alternate winner. If any potential winner is found to be ineligible, or if he/she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate potential winner may be selected. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

9. **PRIZES:**

1st Prize: \$5,000; 2nd Prize: \$2,500;

3rd Prize: \$1,000. Winners will be announced in July 2023. Winners also may be invited to virtually present their idea to NWF staff and could have their ideas developed into policy platforms.

Prizes are non-transferable, with no substitutions except at NWF's sole and absolute discretion. Prize details and availability are subject to change.

ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

- 10. **BINDING AGREEMENT:** In order to enter the CONTEST, Entrant must agree to these Official Rules ("Rules"). Because these Rules form a legally binding agreement with respect to this Contest, please read them carefully. If Entrant does not agree to the Rules, Entrant is not eligible to participate in the CONTEST or to win any of the prizes. Entrant agrees that his/her registration as an individual participant under the CONTEST constitutes his/her agreement to these Rules.
- 11. **INTELLECTUAL PROPERTY GRANT:** Entrant grants NWF a worldwide, royalty-free, non-exclusive, perpetual, irrevocable, sub-licensable and transferable license to use the Entry, Entrant's name, city and state of residence, for whatever purpose, in any and all media formats and through any and all media distribution and advertising and promotional purposes, without accounting, notification, credit, payment, or other obligation to Entrants. For the avoidance of doubt, these rights include, without limitation, the absolute right to edit and/or alter any entry, republish, route, and link to and from all or any portion of any entry; and to excerpt and/or extract portions of any entry for all purposes. NWF reserves the right to use (or not use) an Entrant's Entry at all and/or as little of the entry as it so chooses. To the extent permitted by applicable law, Entrant unconditionally gives NWF his/her consent to any act or omission that would otherwise infringe on any moral rights they may have in and in relation to an Entry, and Entrant undertakes

that he/she will not institute, maintain or support any claim or proceeding for infringement of any moral rights he/she may have in and/or in relation to an Entry.

- 12. **CHOICE OF LAW:** The CONTEST is governed by the laws of the United States and is subject to applicable federal, state, and local laws and regulations. Entrant agrees that any and all disputes that cannot be resolved with NWF, and causes of action arising out of or connected with the CONTEST, shall be resolved individually, without resort to any form of class action, before a court of competent jurisdiction located in Fairfax County, Virginia, which court shall apply the laws of the Commonwealth of Virginia without regard for rules of conflicts of law. In any such dispute, participant shall not, under no circumstances, be entitled to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (if any) associated with participating in the CONTEST. Entrant hereby waives all rights to have damages multiplied or increased.
- 13. **DELIBERATE ACTS:** Any attempt by an Entrant or other individual to deliberately damage any website or undermine the legitimate operation of the CONTEST is a violation of criminal and civil laws, and should such an attempt be made, NWF reserves the right to seek damages to the fullest extent permitted by law.
- 14. **FORCE MAJEURE:** If, for any reason, the CONTEST is not capable of completion as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of NWF that corrupts or affects the administration, security, fairness, integrity or proper conduct of the CONTEST, NWF reserves the right at their sole discretion to cancel, terminate, modify or suspend the CONTEST.
- 15. **WARRANTY:** By entering, Entrant warrants that his or her Entry materials are original, do not infringe on any third party's rights, and that Entrant has obtained any necessary permissions from any third party if a third party or third party's property appears in the Entry. In the event that the Entry includes a memo by multiple authors, Entrant expressly represents and warrants Entrant has the right and permission to submit the memo subject to these Official Rules, including granting this license in full on behalf of each author. NWF reserves the right to disqualify any Entry if it finds in its sole discretion that any of the foregoing warranties are not true. Decisions of NWF shall be final and binding.
- 16. **RELEASE:** By entering, Entrant releases and holds harmless NWF, its affiliated organizations, funders, community partners, and each of their respective directors, officers, employees, attorneys, agents and representatives from any and all liability for any injuries, loss, claim, action, demand or damage of any kind arising from or related to the CONTEST, any prize won, any use of the entry materials by NWF, its funders, affiliates, community partners, and/or interested media, the warranties participants make, any misuse or malfunction of any prize awarded, participation in any CONTEST-related activity, or participation in the CONTEST.
- 17. **LIMITATION OF LIABILITY:** In no event will NWF, or its directors, officers, employees, attorneys, agents and representatives be responsible or liable for any damages or losses of any kind, including direct indirect, incidental, consequential or punitive damages arising out of

Entrant's e-mailing Entries to NWF. Without limiting the foregoing, everything on the NWF site is provided "as is" without warranty of any kind, either express or implied. Some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the foregoing limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions. NWF is not responsible for lost, damaged, late or misdirected Entries, or for garbled transmissions, unauthorized intervention or technical malfunctions. Void where prohibited. NWF is not responsible for any incorrect or inaccurate information, whether caused by any equipment or programming associated with or utilized in the CONTEST, or by any technical or human error that may occur in the processing of submissions to the CONTEST, including but not limited to any misprints or typographical errors. NWF assume 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, Entries. NWF is not responsible for any problems or technical malfunction of any telephone network or lines, computer equipment, servers, providers, computer on-line systems, software, or failure of email on account of technical problems or traffic congestion on the Internet or at any website, including injury or damage to participant's or to any other person's computer related to or resulting from participating in the CONTEST.

- 18. **PRIVACY POLICY:** By providing Entrant's personal information, such as address, phone number, email, at time of entry, Entrant understands that NWF may use such information to communicate with Entrant for the purposes of administering the CONTEST and complying with applicable laws, regulations and rules. Information collected via the Entry may be used to send Entrant further communications from NWF. Any information collected from the CONTEST shall be used in a manner consistent with these Official Rules, and Sponsor's Privacy Policy found at http://www.nwf.org/About/Privacy-Policy.aspx.
- 19. **HOW TO CONTACT US:** Questions and inquiries regarding Contest rules or technical matters, including problems submitting Entries, can be emailed to knuffmanl@nwf.org.
- 20. **PUBLICITY AND CONSENT TO USE AFFIDAVIT.** Except where prohibited by law, participation in the CONTEST constitutes the Entrant's consent to NWF use of his/her name, photographs and likeness for advertising, trade and promotional purposes in all media without compensation, notice, or approval, including being on posted on NWF social media account, including Facebook page and Twitter feed, website, and/or through email. Potential winners excluding residents of Tennessee, may be required to complete, sign, have notarized and return a Liability/Publicity Release Form. In the event that the Entry includes a memo by multiple authors, Entrant expressly represents and warrants Entrant has the right to grant the same consent on behalf of each memo author.
- 21. **TAXES.** All taxes and other expenses not specified herein, including federal, state, and local, are the sole responsibility of the Prize winner, as well as compliance with any federal, state, and local laws and regulations applicable to the Prize winner.
- 22. **PRIZE PROCESSING**. Once notified, prize winners acknowledge and agree that NWF will need certain information about them in order to process the prize, including, but not limited

to, a completed IRS Form W-9, payment instructions, and an acknowledgement of these contest terms.

- 23. **MAILING LIST:** Any individual may elect to exclude his or her name and address from all lists used by NWF to mail contests by submitting a removal request to knuffmanl@nwf.org, National Wildlife Federation, 11100 Wildlife Center Drive, Reston, VA 20190.
- 24. **WINNERS LISTING:** A list of winning entrants is also available by sending a request and self-addressed, stamped envelope to knuffmanl@nwf.org, National Wildlife Federation, 11100 Wildlife Center Drive, Reston, VA 20190. Vermont residents may omit return postage.