The National Restaurant Association Educational Foundation Award Terms and Conditions



As the philanthropic foundation supporting the National Restaurant Association (the "Association"), the National Restaurant Association Educational Foundation (the "Foundation") exists to enhance the restaurant, foodservice and hospitality industry's (the "Industry) service to the public through education, promotion of career opportunities, and community engagement. Some of the key roles of the Foundation are to help raise awareness of the positive impact individuals and restaurants have in their communities, and the role the Industry plays as champions of diversity, equity, and inclusion. The Foundation accomplishes this, in part, through its four awards:

- Community Service Leadership Award Presented by American Express: The Foundation and its sponsor, American Express, offer the annual Community Service Leadership Award to honor individuals for their significant and measurable contributions made to the communities and neighborhoods in which they do business. Honorees of this award make lasting, positive impacts in the community through charitable donations, fundraising, volunteerism and community support, and are expected to embrace qualities of professionalism, hospitality, civic-mindedness and the care for their community. This award recognizes a person that has made a positive impact on the community through charitable efforts, support during a natural disaster/crisis, local job training and/or sustainable practices.
- Leadership in Diversity Equity and Inclusion Award: This award promotes the importance of diversity and inclusion by raising awareness of the role restaurants play in providing a ladder of opportunity for millions of Americans. This award recognizes an individual that has been a champion and demonstrated exceptional leadership in championing diversity, equity, and inclusion in their restaurant or food service operation, in the community, and across the Industry.
- Restaurants Advance My Journey Leadership Award: The Restaurants Advance My Journey Leadership Award recognizes an individual who has excelled both personally and professionally in the Industry, made a positive impact, set high standards as a leader and mentor, and created opportunities for others.
- Thad and Alice Eure Ambassador of Hospitality Award: The Thad and Alice Eure Ambassador of Hospitality Award is the premier award bestowed by the Foundation to a person who shows extraordinary achievement and exemplary leadership in the Industry. The recipient reflects the Foundation's mission and uses his or her leadership to enhance the stature of the Industry through community service and philanthropy. The award is named after Thad and Alice Eure, who generously gave their time and resources to serve their community and the Industry.

The following terms and conditions apply to award nominations and these awards:

General Eligibility Criteria: Generally, each party nominating an individual for an Award submits one nomination application per award via this platform ("Application").

Applications can be submitted by either the individual applying for the award or by an authorized representative on behalf of the nominee. All persons making a nomination and/or submitting an Application (each an "Applicant") must be at least 18, or the legal age of majority in their jurisdiction of residence, whichever is older, and legal U.S. residents. Restaurants owned by or affiliated with nominated individuals do not necessarily have to be members of the Association to apply or receive an award, although Association membership and engagement with the Association may be used by the judges as a factor of the nominee's commitment to the Industry.

Ineligible Nominees: Individuals who are employed by any local, state or federal government office or agency, who are elected officials or listed on the OFAC Specially Designated Nationals and Blocked Persons (SDN) List are not eligible. In addition, individuals who are employed by the Association, the Foundation, National Restaurant Association Solutions, LLC, an Award sponsor, their respective affiliates, or any state restaurant association or state restaurant association educational foundation, are not eligible.

Specific Judging Criteria (per Award):

- Community Service Leadership Award Presented by American Express: Nominees should be involved in their community programs and projects and may have their own program that helps and materially impacts their community (e.g., fundraising, volunteer involvement, encouraging their employees to join community projects, etc.). Specific factors that will be looked at include whether the nominee influences and addresses a community need(s); enhances the quality of life for community residents; demonstrates acts of civic engagement through a commitment to the community and its well-being; and embraces community service and volunteerism as an ongoing priority and commitment.
- Leadership in Diversity Equity and Inclusion Award: Specific factors that will be looked at include whether the nominee demonstrates the power of diversity, equity and inclusion in building a strong culture and improving customer service; promotes a work environment that is free from bias and discrimination; creates job and career opportunities for people from all backgrounds; establishes a supportive workplace and sense of belonging for both employees and customers; and sets measurable goals, standards and best practices that help advance diversity, equity and inclusion across the Industry. Individuals employed by industry suppliers are not eligible for the Leadership in Diversity Equity and Inclusion Award.
- Restaurants Advance My Journey Leadership Award: Specific factors that will be looked at include whether the individual nominee has found success through a career in Industry; is committed to uplifting and inspiring others as a leader and mentor; and has overcome obstacles, adversities and/or challenges to achieve their dream and build a future in the Industry.
- Thad and Alice Eure Ambassador of Hospitality Award: Individuals who will be considered for this Award must serve as a Chairperson, CEO, President, or Senior Executive in the Industry. The award will be given based on the individual nominee's lifetime achievement in the Industry. Specific factors that will be looked at include whether the nominee is a strong supporter of the Industry and the Foundation and Association; shows leadership in the community and at the state, regional and national level; shows extraordinary leadership and is highly regarded

across the Industry; serves as a tireless champion for restaurant workers from all backgrounds; is a "best in class" role model for the next generation of Industry leaders; and has a track record of putting people and communities first, creating opportunities for others.

Nomination and Selection Process: Nomination Applications must be submitted using this platform by July 5, 2024 in order to be considered. Information provided in the Applications must be true and verifiable. The Foundation reserves the right to request proof of all or part of the information provided in a form acceptable to the Foundation from any Applicant or nominee at any time. Failure to provide such proof may, if requested, render the nomination and Application null and void.

- With respect to the *Thad and Alice Eure Ambassador of Hospitality Award*, the Foundation's Governance Subcommittee will select the national winner, subject to the final approval of the Foundation as outlined in these terms and conditions.
- ➤ With respect to other awards, the Foundation will convene a panel of judges representing the Industry, which will decide the winners, subject to the final approval of the Foundation as outlined in these terms and conditions.

Award Notification and Required Steps: Potential award recipients and/or authorized representatives of potential award recipients will be notified by telephone, mail and/or email of any preliminary award decision, and will be required to submit any additional information requested or accept any other conditions the Foundation may specify, including consents and publicity releases, within seven (7) days of the date of notice. If an individual or authorized representative of a potential award recipient does not respond to the initial notification within the time period stated or does not accept and return all required documents within the specified time period, the Foundation reserves the sole right to withdraw the preliminary decision and notice, as well as any final decision or award, and, at the Foundation's discretion, a runner-up may be selected for the award at issue.

Awards: Award recipients will be invited to receive a trip to Washington, D.C. to accept the award in accordance with these terms and conditions. Exact details about the trip will be provided at the time of award recipient notification. A \$2,500 Foundation scholarship will be named in the honor of each Award winner.

Other Terms and Conditions:

- Authorized representatives and other persons submitting an Application must have the authority to agree to these Terms and Conditions on behalf of themselves and the nominee, including the grant of the rights and conditions set forth herein or by Foundation. Whether the person submitting a nomination is submitting the nomination on his or her own behalf or on someone else's behalf, the Applicant accepts these Terms and Conditions, and verifies and attests that the information submitted in this Application is true and correct to the best of the Applicant's knowledge and belief.
- The Foundation's awarding of any award or award related benefit is subject to the sole discretion of the Foundation and its staff. The Foundation reserves the right to terminate and/or rescind any awards made or award related benefits promised in its sole discretion and for any or no reason.
- Awards and associated award related benefits described herein are subject to change and/or cancellation by the Foundation at any time for any or no reason.

- The selection, award, disbursement and/or distribution of the awards each year is subject to Foundation discretion, including the decision to not provide any or all awards or to not invite any award winners to Washington, D.C. Factors such as lack of sufficient number of eligible and qualified nominees and Applications and insufficient funding may result in no award or award cancellation, as solely determined by Foundation.
- Award recipients are solely responsible for their own tax consequences, of any, under applicable federal, state, or local law.
- All awards are final, subject to these Terms and Conditions. By submitting an Application, the Applicant waives all legal recourse against the Foundation its affiliates, any Award sponsors and their respective officers, directors, shareholders, employees, agents and representatives (collectively, "Released Parties") for any claim or cause of action, in law or in equity, as a result of the award process, or Applicant's participation therein.
- By submitting a nomination, the Applicant hereby grants the Foundation, its affiliates and any Award sponsors and their representatives and agents, the right to use its names, logos and any pictures that include the same for the purposes of its awards program or to promote the same, prior to, at the awards ceremony as well as any time thereafter, in any manner, in any and all media now or hereafter devised, worldwide, without additional consideration or notification to, or permission from, the Applicant.
- Released Parties are not responsible for errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the awards program, including, without limitation, errors or difficulties which may occur in connection with the administration of the awards program, the processing or reviewing of applications, the announcement of the awards or in any awards program-related materials.
- The awards program and these Terms and Conditions will be construed in accordance with and governed by the laws of the District of Columbia, without regard to any conflicts of laws principles. All disputes arising hereunder shall be resolved in the local or federal courts in the District of Columbia, and the Applicant agrees to submit to the personal jurisdiction of the state and federal courts in the District of Columbia.