

**ABA DIVERSITY, EQUITY & INCLUSION AWARDS  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE ODDS OF WINNING. VOID WHERE PROHIBITED.**

**SPONSOR:** American Bankers Association (“ABA” or “Sponsor”)

**ELIGIBILITY.** The ABA Diversity, Equity & Inclusion Awards Contest (“Contest”) is open to those banks who are: (1) a registered ABA Member Bank as of May 12, 2023 (the Closing Date of the Contest) and (2) committed to providing and conducting internal-facing programs, initiatives and activities focused on improving diversity, equity and inclusion for their workforces. Bank Members of Sponsor are defined by Sponsor’s bylaws as follows: are any national bank, state bank, savings bank, savings and loan, trust company, private bank, banking firm, all situated within the United States and its dependencies and any entity that has filed an application for Federal Deposit Insurance Corporation insurance of accounts. Only Member Banks meeting all eligibility requirements set forth in these Official Rules may participate in the Contest and receive an Award. All applicable federal, state, and local laws and regulations apply. Winners will be selected for the following Awards:

- i. **Outstanding DEI Overall Program Award** — Recognizes the most outstanding DEI program
- ii. **Outstanding DEI Leader Award** — Recognizes a DEI specialist or other leader who has served as an agent of change within the organization
- iii. **Outstanding DEI Innovation Incentive Award** — Recognizes the ABA member bank with the most creative and innovative internal DEI initiative that enables a transformation within the organization

**CONTEST PERIOD.** Contest begins at 8:00:00 AM Eastern Time (“ET”) on March 1, 2023 and ends at 11:59:00 PM ET on May 12, 2023 (“Contest Period”). Sponsor’s clock is the official timekeeper for this Contest.

**HOW TO ENTER.** All entries must be received in the manner described in these Official Rules during the Contest Period to be eligible for awards. To enter, submit via <https://www.aba.com/banking-topics/operations/diversity-equity-inclusion/diversity-equity-and-inclusion-awards> (“Contest Website”) the following for your Member Bank (in accordance with the “Entry/Submission Requirements” section below): (1) the completed application, which includes the name of the Member Bank, name of contact person, telephone number, and email address and (2) narrative answers to questions about the Member Bank and its Diversity, Equity, and Inclusion Program that addresses and highlights the following about the Program:

- Program objectives
- Employee and/or leadership involvement
- Resources dedicated and used
- Length and sustainability of program
- Measurable elements or metrics
- Outcomes and/or return on investment (qualitative & quantitative)
- Lessons learned
- Future plans to expand, advance, or update the program or initiative

Specific considerations for Entrant’s narrative answers are listed below by Award category:

**Outstanding DEI Overall Program Award:** (i) Integrates an all-encompassing DEI program with effective and innovative methods that align with the bank’s key business goals/strategy; (ii) Develops and effectively implements collaborative relations between all members of the organization through the integration of diversity, equity, and inclusion practices; (iii) Integrates policies and practices that focus on conducting, outreach and communication to all organizational groups/divisions/departments; (iv) Positively impacts the organizational culture through the successful implementation of the DEI strategy.

**Outstanding DEI Leader Award:** This award is not limited to personnel with official DEI responsibilities. The Outstanding DEI Leader actively supports the development and implementation of DEI internal initiatives. This Leader (i) goes above and beyond to ensure all employees are represented and uses a comprehensive lens to inform their approach, (ii) continuously serves the organization as a DEI champion, (iii) advocates for diversity, equity, and inclusion practices within the workplace, and (iv) routinely practices allyship.

**Outstanding DEI Innovation Incentive Award:** Identifies problem areas and creates original alternatives for change that increases diversity, equity, or inclusion (or all three) in a unique and creative way.

Member Banks may submit their entry for an Award in more than one category. Prior to entering the Contest and being eligible for an Award, participants must acknowledge: (1) their agreement to adhere to these Official Rules of the Contest, and (2) that Sponsor shall have a license (discussed further in the “Use of Submissions and Participant Information” section below) in and to their entry (including all material embodied therein) immediately upon submission. Similarly, prior to nominating a Member Bank for the Contest, nominators/Member Banks must acknowledge: (1) their agreement to adhere to these Official Rules of the Contest via nominating another individual, and (2) that the Sponsor shall have a license (discussed further in the “Use of Submissions and Participant Information” section below) in and to the information provided in any submission (including all material embodied therein) immediately upon submission.

**ENTRY/SUBMISSION REQUIREMENTS: Limit one (1) entry per Member Bank during the Contest Period. Submission of multiple entries by the same participant for himself/herself will result in ineligibility with respect to all entries by that participant. Member Banks may submit their entry for an Award in more than one category as part of the same entry.**

**Entries must be: (1) in English; (2) the nominator’s/Member Bank’s original work; and (3) contain only text (no photos, video, or audio).**

Entries must not, as determined in Sponsor’s sole and absolute discretion: (1) infringe upon any rights of any third party including, without limitation, copyright, trademark, and rights of publicity and/or privacy; (2) copy, incorporate, or include audio, music, or video from any source, including but not limited to movies, commercials, radio, television, or the Internet; (3) be or contain any content that is or may be perceived as violent, immoral, defamatory, derogatory, offensive, illegal, sexually suggestive, obscene, or similarly inappropriate, or that represents Sponsor in a negative way or in any manner not consistent with their brands and/or reputations; (4) contain, include, or encourage activities that are dangerous, unsafe, or present unreasonable risk of harm to person or property; (5) suggest or imply to any person to undertake any dangerous, unsafe, or unduly risky activity; (6) contain any mention, discussion, logo, trademark, service mark, storefront, trade dress, mascot, photograph, or other image or intellectual property of any business or company without that entity’s prior written consent; and (7) contain any names or private and/or sensitive information about the participant, nominee, or anyone else. Such inappropriate submissions are strictly prohibited, and any submission in violation of the above requirements and restrictions, as determined in Sponsor’s sole and absolute discretion, shall be deemed void.

Sponsor has a license (as discussed in the “Use of Submissions and Participant Information” section below) in and to the submission.

By submitting a submission in the Contest, each participant/nominating person represents and warrants that the above requirements have been met. Failure to satisfy these requirements, as determined in Sponsor’s sole and absolute discretion, may result in ineligibility with respect to all submissions submitted by or on behalf of that participant/nominating person.

**Use of Submissions and Participant/Nominee/Nominator Information.** By entering this Contest, each nominator and Member Bank, as a condition of participation in the Contest: (a) grants a royalty-free, perpetual, and irrevocable worldwide license, regardless of subsequent assignment or ownership change, exclusive to Sponsor to use, edit, alter, adapt, modify, copy, reproduce, publish, display, distribute, transform, create derivative works from, and otherwise show and use (unless prohibited by applicable law) the submission (including all material embodied therein), in any way or in any media or form, now or hereafter known or developed, in whole or in part, for trade, advertising,

promotional, marketing, commercial, trade, or other purposes as Sponsor determines, in their sole and absolute discretion. Participants, nominees, and nominators shall not have a right of notice, review, or approval of any such use of the submission and/or participant's/nominee's/nominator's name. Each participant, nominee, and nominator: (a) upon request by Sponsor or its agents or representatives, shall sign any documents for such purpose; and (b) acknowledges and agrees that the submission (or any part thereof) and/or the participant's, nominee's, and/or nominator's name may be used in whole or in part, alone or in combination with other works, and that the submission may be changed, altered, edited, modified, or used in any other manner, as solely determined by Sponsor.

**JUDGING CRITERIA AND SELECTION OF WINNERS.** Between approximately July 3, 2023 – August 14, 2023, all entries shall be judged by a panel of judges (consisting of Sponsor's staff) based on the following criteria:

(i) **Internal Facing Needs** - Does the program address a critical need in the organization and does it provide a solution for that need?

(ii) **Employee Role and Involvement** - Did the organization invest sufficient resources (in terms of both time and money) for program success? Were employees at all levels of the organization – including the CEO and C-suite – involved in the program? Is the program a high enough priority for the organization to ensure its sustainability and longevity?

(iii) **Program Results** - Does the program use effective tools or metrics to monitor and gauge progress and success? Does the program achieve measurable success for improved diversity, equity, and/or inclusion? Were the outcomes of the program beneficial to the bank?

(iv) **For the DEI Innovation & Incentive Award - Program Uniqueness and Creativity** - Does the program utilize original or innovative techniques or ideas? If the program is an existing initiative, was it implemented in a new way?

(v) **For the DEI Leader Award** - Does the nominee actively support the development and implementation of DEI internal initiatives? Does the nominee go above and beyond to ensure all employees are represented and uses a comprehensive lens to inform their approach? Does the nominee continuously serve the organization as a DEI champion and impact the bank in a substantial way? Does the nominee advocate for diversity, equity, and inclusion practices that foster improved DEI at the bank?

Sponsor's staff will review all applications. Judging will depend entirely on the submitted narrative. Additional documentation submitted by Entrants will not be accepted by Sponsor. Please note that programs for Member Banks of differing asset sizes will be weighted accordingly by the judges. The number of judges is dependent upon the total number of submissions. All judges shall complete a conflict-of-interest disclosure stating that they have not nominated anyone and do not know any of the applicants.

All entries shall be judged on a one to five (1-5) point scale for each question for each Award based on the Entrant's answers. The Entry that scores the highest in each Award category will be deemed the Winner by Sponsor. There are eight (8) questions for the Outstanding DEI Overall Program Award (maximum score of 40 points), nine (9) questions for the Outstanding DEI Innovation Incentive Award (maximum score of 45 points), and five (5) questions for the Outstanding DEI Leader Award (maximum score of 25 points).

The questions for each Award are as follows:

- (i) **Outstanding DEI Overall Program Award**
  - a. Describe the program objectives
  - b. Describe employee and/or leadership involvement
  - c. Describe resources dedicated and used
  - d. Describe length, breadth, and sustainability of program
  - e. What tools were used to monitor and gauge progress and success?

- f. Describe the outcomes and/or return on investment (qualitative & quantitative) for the organization as a whole
- g. What lessons have been learned as a result of this program?
- h. Describe the future plans to expand, advance, or update the program or initiative

(ii) **Outstanding DEI Innovation Incentive Award**

- a. Describe the program objectives
- b. Describe employee and/or leadership involvement
- c. Describe resources dedicated and used
- d. Describe length and sustainability of program
- e. What tools were used to monitor and gauge progress and success?
- f. Describe the outcomes and/or return on investment (qualitative & quantitative)
- g. What lessons have been learned as a result of this program?
- h. Describe the future plans to expand, advance, or update the program or initiative
- i. What is original or innovative about the program or project? If it is an existing initiative, what improvements have been implemented?

(iii) **Outstanding DEI Leader Award**

- a. How does the nominee actively support the development and implementation of DEI internal initiatives?
- b. How does the nominee go above and beyond to ensure all employees are represented and uses a comprehensive lens to inform their approach?
- c. How does the nominee continuously serve the organization as a DEI champion?
- d. How does the nominee advocate for diversity, equity, and inclusion practices within the workplace?
- e. How does the individual routinely practice allyship?

**ANNOUNCEMENT OF WINNERS.** Winners will be announced on September 14, 2023, during the ABA/VBA/MBA Diversity, Equity & Inclusion Summit. Winners do not have to be present at the winners' selection and/or announcement to win.

**AWARDS.** Three (3) total winners shall be selected by Sponsor, one (1) each for the following Awards:

**Outstanding DEI Overall Program Award** — Recognizes the most outstanding DEI program

**Outstanding DEI Leader Award** — Recognizes a DEI specialist or other leader who has served as an agent of change within the organization

**Outstanding DEI Innovation Incentive Award** — Recognizes the ABA member bank with the most creative and innovative internal DEI initiative that enables a transformation within the organization

Each winner shall be recognized with a plaque at the 2023 ABA/VBA/MBA Diversity, Equity & Inclusion Summit (which will be held virtually on September 14, 2023) (“Summit”). Each winner will be presented with a commemorative plaque or other similar token of recognition following the Summit. This will be mailed to each Winner at the address provided in their submitted Entry. Additionally, one representative from each Winner shall receive one (1) complimentary registration to the Summit (Approximate retail value (“ARV”): \$195 Total ARV: \$390).

Award may not be sold, auctioned, offered for sale, assigned, transferred, offered for transfer, photocopied, duplicated, or redeemed or exchanged for cash, merchandise, or services, except by Sponsor, in its sole and absolute discretion. Each winner is solely responsible for all other expenses associated with the Award.

**HOW TO CLAIM AWARDS.** On or before August 14, 2023, Sponsor or its designee will attempt to notify via email each Winner. Each Winner must confirm their eligibility. To accept and receive an Award, each Winner must: (1) reply to Sponsor's notification email and (2) complete, sign, and return an Affidavit of Eligibility ("Affidavit") and, where lawful, Liability/Publicity Release ("Release") (collectively, "Affidavit and Release") by September 7 2023. If the indicated forms are not signed and returned by the time indicated on the documents, or if a potential winner does not meet the eligibility criteria, or is otherwise unwilling or unable to comply with these Official Rules, or cannot be contacted by August 28, 2023, an alternate potential winner may be selected at and in a manner to be determined in Sponsor's sole and absolute discretion.

**ODDS.** Odds of winning an Award depend on the number of eligible entries received.

**PUBLICITY.** Unless prohibited by law, and in conjunction with the "Use of Submissions and Participant Information" section above, participation in the Contest and/or acceptance of an Award constitutes each entrant's/Winner's consent for Sponsor and its designees to use each entrant's/Winner's name, state of residence, and/or statement for Contest or promotional purposes in any manner and in any medium now known or later developed, worldwide in perpetuity, without further notice, review, approval, compensation, or remuneration.

**PRIVACY.** Sponsor may collect personal data from entrants when they enter this Contest, and this information may be used for the purposes of administering the Contest, publicizing the Contest, and other promotional purposes that benefit Sponsor. All data collected and stored by Sponsor will be in accordance with Sponsor's Privacy Policy, which can be found at <https://www.aba.com/privacy-policy>.

**GENERAL CONDITIONS.** Sponsor and Releasees (as defined below) shall not be responsible for non-conforming, lost, late, incomplete, inaccurate, delayed, undelivered, misdirected, or illegible entries (or any component thereof) or for inaccurate entry information, whether caused by Sponsor or participant or by any computer, technical, or human error or malfunction that may occur in the processing or judging of entries, the administration of this Contest, or in the announcement of awards. Incomplete and/or duplicate entries are not permitted and will be deemed void. The use of any device or software to automate the entry process is absolutely prohibited, and any such entries shall be void. Sponsor reserves the right, in its sole and absolute discretion, to void suspect entries or to modify, cancel, terminate, or suspend the Contest should a virus, bug, or other cause corrupt or impair the administration, security, or integrity of the Contest.

By participating in this Contest, each entrant agrees to be bound by these Official Rules and the decisions or interpretation of Sponsor regarding the Official Rules, which are final and legally binding in all respects. In the event that an Award cannot be awarded for any reason, or a Winner is not capable of redeeming an Award for any reason, Sponsor shall not be obligated to award any Award. Non-compliance with these Official Rules may result in disqualification. An individual is not a Winner until they have fully complied with these Official Rules. No transfer, assignment, or substitution of an Award is permitted. Awards are not exchangeable for cash, merchandise, or services.

**GENERAL RELEASE AND WAIVER OF CLAIMS.** By entering the Contest and/or accepting an Award, each entrant (for himself/herself and his/her heirs) hereby releases Sponsor and all of its respective parents, subsidiaries, affiliates, advertising and promotion agencies, and all of their respective directors, officers, governors, employees, shareholders, and agents (collectively, the "Releasees") from any and all liability, loss, harm, damage, cost, expense, or claims including, but not limited to, third party claims based on: (a) publicity and/or privacy rights, defamation, and intellectual property associated with the entrant or Winner's participation in the Contest, redemption of any Award in connection with the Contest, and/or use or misuse of any Award in connection with the Contest, including, but not limited to, all reasonable counsel fees and court costs incurred, property damage, personal injury, and/or death; (b) anything related to the production, promotion, or execution of the Contest (or participation therein), including preemption, cancellation, or rescheduling; and (c) anything that may occur in connection with acceptance and/or use of the Awards or while participating in the Contest, even if caused or contributed to by the negligence of Releasees.

**LIMITATIONS OF LIABILITY.** Neither Sponsor nor any other Releasee shall be responsible for lost, late, incomplete, stolen, misdirected, illegible, or incomplete entries. Neither Sponsor nor any other Releasee shall be responsible for any incorrect or inaccurate information, whether caused by Sponsor, Releasees, entrants, tampering, or by any of the equipment or programming associated with or utilized in the Contest, and neither Sponsor nor any

Releasee shall assume responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to the Contest. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual found to be tampering with the entry process or the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent or apparent intent to annoy, abuse, threaten, embarrass, harm, or harass, in any way, any other person. If for any reason the Contest is not capable of running as planned by reason of, but not limited to, business or market circumstances, force majeure, public health concerns, tampering, unauthorized intervention, actions by entrants, fraud, or any other causes which, Sponsor in its sole and absolute discretion, deems could corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, or the Contest is otherwise not capable of running as planned, Sponsor reserves the right, in its sole and absolute discretion, to cancel, terminate, modify, or suspend the Contest. If such malfunction, error, disruption, or damage occurs, and it impairs the administration, security, fairness, integrity, or proper play of the Contest, Sponsor may, in its sole and absolute discretion, suspend or terminate the Contest or any portion thereof by posting a notice on the Contest Website. If the Contest or any portion of the Contest is terminated before the end of the Contest Period, Sponsor will select Winners or the remaining Winners from all eligible entries received as of the termination date of the Contest. IN NO EVENT WILL SPONSOR OR ANY RELEASEE BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, CLAIMS, ACTIONS, DAMAGES, LOSSES, OR LIABILITY OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM OR ARISING FROM PARTICIPATION IN, OR THE PRODUCTION, PROMOTION, OR ADMINISTRATION OF, THE CONTEST, OR ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF AN AWARD THAT MAY BE AWARDED. WITHOUT LIMITING THE FOREGOING, ALL AWARDS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**AGREEMENT TO OFFICIAL RULES.** By participating in the Contest, each participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsor, which are final and binding in all matters relating to the Contest. By participating in the Contest, each participant waives any right to claim ambiguity in these Official Rules. In the event of any inconsistency with any other materials, these Official Rules shall govern.

**NON-WAIVER.** The failure or delay by Sponsor in enforcing any particular clause, provision, or aspect of these Official Rules shall not impact the validity, enforceability, or effect of any other clause, provision, or aspect of these Official Rules.

**VENUE AND APPLICABLE LAW.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of each participant, and/or Sponsor or Released Parties in connection with the Contest, shall be exclusively governed by, and construed in accordance with, the laws of the District of Columbia without regard to conflicts of law/choice of law doctrine of the District of Columbia or any other jurisdiction, and all proceedings regarding same shall take place exclusively in federal court located in the District of Columbia. Each Participant agrees to the jurisdiction of such court and waives any right to change of venue or any like right.

**OFFICIAL RULES AND WINNERS' LIST.** Official Rules for this Contest may be obtained by visiting the Contest Website during the Contest Period. A list of winners will be posted on the Contest Website upon notification and confirmation of winners. Winners' List will include each Winner's first name, last name, employer name, city, and state.

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