

# HETERODOX ACADEMY

## 2020 HxA Open Inquiry Contest Official Rules

**No Purchase Necessary to enter or win. A donation or other monetary transaction will not improve your chances of winning.**

Welcome to the Open Inquiry Contest (the "Contest") being conducted by Heterodox Academy, a District of Columbia not-for-profit corporation located at 26 Broadway, 8<sup>th</sup> Floor, New York, NY 10004 (Sponsor", "we", "us", "our"). You can register for the Contest through Sponsor's website located at [www.heterodoxacademy.org](http://www.heterodoxacademy.org) (the "Website"). By participating in the Contest, each entrant ("entrant", "you", "your") unconditionally accepts and agrees to comply with and abide by these official rules for the Contest (the "Official Rules") and the decisions of Sponsor regarding the Contest which shall be final and binding in all respects.

In order to address society's most intractable problems, learners must weave together the best ideas from a range of perspectives. In their absence, important questions and ideas going unexplored, key assumptions can go unchallenged, and tribalism can go unchecked, eroding the quality of research and teaching. To honor the institutions and individuals doing the complex work of improving classrooms, campuses, and scholarship, Sponsor seeks nominations for the Contest.

1. Term of the Contest. The Contest will begin on August 3, 2020 at 12:00 a.m. Eastern Time (U.S.) and will finish on September 16, 2020 at 12:00 a.m. Eastern Time (U.S.) (the "Term").
2. Eligibility requirements. The Contest is open to all legal residents of the United States who are eighteen (18) years of age and not a minor in their state of residence and who have registered as a member, graduate affiliate, or student affiliate of Sponsor. You may become a member, graduate affiliate, or student affiliate of Sponsor by registering with us at <https://heterodoxacademy.org/join/>. All other persons are ineligible to participate in the Contest. Sponsor and each of its officers, directors, managers, members, employees, agents, representatives, advertising and promotion agencies, and the immediate family members and/or persons living in the same household as each of such persons, are ineligible to enter or otherwise participate in the Contest. Your participation in the Contest is void where prohibited or restricted by law.
3. Prize. One (1) winner for each named award category of the Contest (the "Winner") will be recognized by Sponsor in traditional media, social media, and on our blog, and may be invited to write for us (the "Prize"), unless Sponsor decides that there are insufficiently strong nominees in any particular category (after only an initial review of submissions based on the criteria to be used by the judging committee). The approximate retail ("ARV") of the Prize is \$100. Sponsor reserves the right in our sole discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules or otherwise by us is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the Prize represents Sponsor's good faith determination of its retail value, which determination is final and binding and cannot be appealed. If the actual retail value of the Prize turns out to be less than the stated ARV, the difference will not be awarded to the Winner in cash or otherwise. Sponsor makes no representation or warranty concerning the appearance, safety or performance of the Prize. Restrictions, conditions, and limitations on the Prize may apply. All federal,

state and/or local laws and regulations regarding the Prize are the sole responsibility of the Winner. Failure to comply with the Official Rules will result in forfeiture of the Prize.

4. How to Enter. Please follow our instructions (via the Website and/or the Facebook Page) about how to submit a Contest entry to us. Each entry must be made by the entrant indicated. If we learn of any attempt by an entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest subscription notification and/or entering services, such entrants shall be void and such entrant shall be disqualified. Final eligibility for the award of the Prize is subject to eligibility verification as set forth herein. All entries must be received prior to the expiration of the Term in order to be included in the Contest judging process. Sponsor's database clock will be the official timekeeper for the Contest. We invite Sponsor members to participate in the award nomination process by visiting and completing the entry form to us by no later than September 15, 2020 at 11:59 p.m. Eastern Time (U.S.). Self-nominations will be accepted.

5. Categories of Awards. Sponsor encourages its members to nominate individuals, institutions, or groups in the six award categories described below. All Sponsor member nominators are asked to provide a well-organized entry submission with careful consideration about why the nominee(s) is deserving of the applicable award and in what ways they have achieved excellence. For a sense of what Sponsor considers to be fitting nominations, please review the 2019 Open Inquiry Award winners at <https://heterodoxacademy.org/open-inquiry-awards-winners/>. Submissions will be considered in one of the following categories: Sponsor encourages members to nominate individuals, institutions, or groups in the following six award categories:

- A. Institutional Excellence: For the college or university that has done the most to advance or sustain open inquiry, viewpoint diversity, and constructive disagreement either on its own campus or nationally.
- B. Leadership Award: For the person or group that has most effectively championed the principles of open inquiry, viewpoint diversity, and constructive disagreement in academia (colleges and universities) and beyond.
- C. Courage Award: For the person or group that has demonstrated consistent courage in pursuing truth, and embodies bravery in championing the principles of open inquiry, viewpoint diversity, and constructive disagreement in the academy despite social and professional costs.
- D. Exceptional Scholarship: For the academic who, through research or another form of scholarship, has best advanced knowledge of open inquiry, viewpoint diversity, or constructive disagreement.
- E. Outstanding Student(s) or Student Group(s) Award: Given to undergraduate or graduate students (or student groups) who have made vital and durable contributions to open inquiry, viewpoint diversity, and constructive disagreement on their campus.
- F. Teaching Award: For the teacher(s) who has most effectively integrated open inquiry, viewpoint diversity, or constructive disagreement into the classroom and/or curriculum.

## 6. Judging:

All eligible Entries received during the Term will be judged by a panel of qualified judges (the "Judging Committee"), whose decisions are final and binding, to determine the winner using the following criteria. Members of Sponsor's Judging Committee will independently review the full slate of nominations for each award, and will then meet to develop a short list of up to three candidates for each award category (up to five candidates for the student awards). Afterward, the short lists will be presented to Sponsor's management team, the Judging Committee, and the Sponsor Board of Directors, all of whom will then vote together (one vote per individual) to select the winners. The Sponsor may award more than one award or no awards in each category. Winners will be announced in December 2020. The Judging Committee shall consist of: Irshad Manji (Member of the Sponsor Advisory Committee), Liz Joyner (Executive Director of Village Square), Debra Mashek (Sponsor, Executive Director, Anthony Lusardi (representative from the 2018 Outstanding Student Group Award), and Tony Banout (Member of the Sponsor Board of Directors). Sponsor may change the members of the Judging Committee as it determines in its sole discretion.

All nominations will be evaluated against the following criteria:

**Support of HxA's Mission:** Does the nominee show evidence of work that relates to HxA's mission of advancing open inquiry, viewpoint diversity, and constructive disagreement on college campuses?

**Excellence:** How is this nominee excellent as it relates to the award category? Be it visible in credentials, third-party recognition, press mentions, student evaluations, titles or promotions, or other empirically demonstrable impact, please clearly describe the nominee's excellence in the award category. Feel free to attach documents, link articles, or attach images to your application.

**Completeness:** Is the nomination form complete, fully answering the question prompts? Incomplete or partial nominations hinder the Judging Committee's ability to understand why the nominee deserves the award. Please provide specific, compelling, and concise answers on the nomination form. Examples and anecdotes are not required, but are highly recommended.

In the event of a tie, there will be a run-off vote by the Judging Committee, using the same criteria used in the first vote. In the event of any subsequent tie, the Judging Committee will determine the winners based on each Entrant's overall story and presentation. Sponsor reserves the right to not award the prize in one or all categories if, in its sole discretion, it receives an insufficient number of eligible and qualified Entries. Judging scores will not be revealed. The decisions of the Judging Committee (and in the event of any conflict of Sponsor) are final and binding in all matters.

7. Restrictions. Sponsor is not responsible for (i) the failure to submit an entry due to error, (ii) any lost, late, damaged, misdirected, incomplete, incorrect, illegal, stolen or misplaced entries, (iii) electronic, network or computer failures or malfunctions, or (iv) failed, incomplete, garbled or delayed computer transmission, hardware, software or technical errors of any kind including any injury or damage to any person's computer, that may limit your ability to participate in the Contest. Sponsor

reserves the right to cancel or modify the Contest (or any portion thereof) if fraud, misconduct or technical failures impact the integrity of the Contest or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Contest, as determined by Sponsor in our sole discretion.

8. Verification and Approval of the Winner. The Winner may be requested to provide Sponsor with proof that such person is the authorized account holder of the email address from which the winning entry was selected. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. In order to receive the Prize, the Winner shall be required to provide certain basic information to us and to execute and return to an affidavit of eligibility and liability and publicity release. In order to receive the Prize, the Winner must also have been and continue to be in full compliance with these Official Rules. Failure to execute and deliver such a document or to be in compliance with the Official Rules may result in disqualification of the Winner and selection of an alternate winner. Upon proper verification and approval, the Prize will be awarded to the Winner within four (4) weeks of such verification being completed by Sponsor (sometime in December 2020).

9. Limitation of Liability. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by an entry or entrant, by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error, which may occur in the processing of Contest entries. Sponsor assumes no responsibility for any misdirected or lost mail, or any error, omission, interruption, deletion, defect, delay of operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Contest entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including without limitation injury or damage to an entrant's or any other person's computer related to or resulting from participating downloading materials related to the Contest. If, for any reason, the Contest is not capable of running as planned, including without limitation due to infection by computer virus bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right in our sole discretion to cancel, terminate, modify or suspend the Contest. In such an event, Sponsor may, in our sole discretion, judge entries from among all eligible entries received prior to such cancellation, suspension, or modification.

10. Conditions. By participating in the Contest, each entrant agrees: (i) to be bound by these Official Rules, (ii) to comply with all applicable federal, state and local laws and regulations; (iii) that neither Sponsor nor any of its officers, directors, managers, members, employees, agents or representatives are responsible or liable for any claim, injury, loss, harm, damages, costs or expenses, including, without limitation, property damage, personal injury and/or death, arising out of or related to such entrant's participation in the Contest, any activities related to the Prize, or the acceptance, possession, use and/or misuse of the Prize; (iv) that, except where prohibited by law, acceptance of the Prize constitutes the grant of an unconditional right to use the Winner's name, voice, likeness, photograph, address (city and state), biographical information, information about the Prize (including, without limitation, photographs of the Prize) and/or statements about the Contest for any publicity, advertising and promotional purposes for this or similar promotions without additional compensation; (v) that acceptance of the Prize constitutes a waiver of any claim in connection with

the Prize to royalties, rights or remuneration for said use; (vi) that all costs and expenses incurred by the Winner in connection with the Prize, including without limitation applicable taxes and insurance (if any) are the Winner's sole responsibility; and (vii) that the internal laws of the State of New York shall apply exclusively to the Contest and any dispute with respect to the Contest shall be resolved in either the federal or state courts located in the County of New York, State of New York. Sponsor reserves the right to modify or discontinue the Contest and these Official Rules at any time for any reason.

11. Disclaimer. The Contest may be run from a third party website, and in such a case each entrant acknowledges that (i) upon registering for the Contest such entrant is also providing the operator of such third party website with accurate and updated of such entrant's personally identifiable information, and (ii) Sponsor does not sponsor, endorse or administer such third party website or its operator, and such third party website and its operator does not sponsor, endorse or administer us or the Contest.