

**OFFICIAL RULES AND PROCEDURES OF THE
REIMAGINE MAIN STREET
BACKING BLACK BUSINESS SMALL GRANT PROGRAM**

These Official Rules and Procedures (“Rules”) apply to the Backing Black Business Small Grant Program (the “Grant Program”) sponsored by Reimagine Main Street, an initiative of the Public Private Strategies Institute (“Sponsor”), with support from Facebook. By submitting an application to the Grant Program, applicant agrees to be bound by and to comply with the following terms and conditions. A business that applies to the Grant Program is referred to as an “Applicant” and any business that receives a grant under the Grant Program is a “Recipient.”

1. GRANT PROGRAM

Sponsor is a 501(c)(3) tax-exempt organization engaged in charitable and educational activities to how the public and private sectors can support societal change. Through its Reimagine Main Street initiative, it is specifically focused on how Main Streets across the United States can be at the center of our recovery from COVID-19.

Through the Grant Program, Sponsor will provide charitable grants to small businesses. The Grant Program’s purpose is to provide cash grants and resources to diverse small businesses that were affected by COVID-19 so that they can recover and thrive.

Sponsor will award approximately (200) cash grants of \$5,000 or \$10,000, and an additional seven awards of \$25,000 or \$50,000.

2. ELIGIBILITY

The Grant Program is open only to small businesses owned by one or more legal residents of the fifty (50) United States and the District of Columbia who are of legal age of majority within their state of residence as of the close of the Application Period. Furthermore, the following eligibility criteria applies:

- A. All of the following must be true with respect to the “Owner,” which means the person or persons who individually or collectively own at least 51% of the Applicant:
 - Owner identifies as Black, African-American, or African;
 - Owner identifies as female or non-binary; and
 - Owner is the person or people who is/are the primary decision maker(s) for the Applicant and has/have been actively engaged in the day-to-day operations of the Applicant.

- B. The Applicant must meet all of the following conditions as of the close of the Application Period and on the date on which the grant is awarded:
 - Validly formed, operating, and in good standing, in one of the fifty (50) United States or District of Columbia;
 - An independently owned and operated corporation or partnership or a sole proprietorship;
 - Engaged in active regular operation since June 30, 2021 or earlier; and
 - Eligible under applicable law and company policy to receive the grant award, comply with these Rules, and enter into and comply with any grant agreement and other documentation that may be required as a condition to receiving a grant through the Grant Program.

- C. The Applicant shall not be any of the following:
 - nonprofit entity;

- chamber of commerce;
- educational institution;
- political adviser;
- manufacturer or retailer of drug paraphernalia;
- gun manufacturer or retailer;
- fireworks manufacturer or retailer;
- tobacco/vape manufacturer or retailer;
- illegal products or services provider.

Additionally, businesses in which any of the following persons is an Owner, whether in whole or in part, shall not be eligible for the Grant Program:

- Trustees, directors, officers, shareholders, members, employees, or independent contractors of Sponsor or any Promotional Party (as defined in Section 10), or an affiliate of Sponsor, Facebook, or any Promotional Party;
- Family members of any person described in the preceding bullet point.

3. SELECTION PROCESS

The Sponsor will screen applications for eligibility and completeness and then designate one or more selection panels comprised of representatives of Sponsor and other nonprofit Promotional Parties to review eligible applications and recommend/select Recipients. The members of such panels will: (1) adhere to relevant Sponsor policies and procedures; (2) disclose any personal knowledge of or relationship with any Applicant or Owner; and (3) refrain from participating in the award process where the member would derive, directly or indirectly, a private benefit if any potential Recipient(s) are selected over any others. The panel(s) will consider a variety of factors when reviewing applications, including but not limited to (i) thoroughness and thoughtfulness of the application; (ii) the need of Applicant and/or Applicant's community; (iii) Applicant's contributions to its community; and (iv) the likelihood that the Grant Program's charitable purposes will be best served by the Applicant. Applicants who are eligible for the \$25,000 or \$50,000 grants may be invited and/or required to interview or make a pitch presentation as part of the application process.

Recipients will be notified by email or phone and will be required to execute and return an affidavit of eligibility, grant agreement, and/or such other documentation as may be required by Sponsor (collectively, "Grant Documents") within five (5) business days of notification. Recipients may be subject to tax reporting on the award received and must provide all requested information for purposes of completing applicable tax forms. Noncompliance with these Rules or the return of or inability to respond to or deliver any Grant notification or Grant Documents may result in disqualification. By submitting an application, Applicant, on behalf of itself and all of its owners, acknowledges and agrees that Sponsor may conduct a detailed background check on Applicant and its owners or business affiliates prior to awarding a grant. Sponsor reserves the right, at its sole discretion, to disqualify an Applicant based on the results of such background checks.

All decisions of Sponsor and the selection panel(s) with respect to evaluation of applications and selection of Recipients, and all other matters pertaining to the Grant Program, are final and binding and cannot be appealed or challenged.

Applicant agrees that if selected as a Recipient, it will use the cash grant award solely for legitimate business expenses and for the purposes expressed in the Application.

4. HOW TO ENTER

To apply to the Grant Program, please visit www.reimaginemainstreet.org under the tab that refers to small business grants (the “Website”) and follow the instructions provided to complete and submit the application during the Application Period. **Applications will be accepted by online entry only and no applications will be accepted after 11:59:59 pm ET on December 15, 2021** (or other date communicated on the website.) In addition to completing the application, you will also have the option but not the obligation to upload photos or a video (collectively, “Media”) to supplement your application.

Sponsor’s computer shall be the official timekeeper for all matters related to the Grant Program, including the Application Period. Applications that are incomplete, garbled, corrupted, lost, intercepted, unintelligible, or not received by Sponsor for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. Any communication or information transmitted to Sponsor and/or the Website, whether in an application, by electronic mail, or otherwise is and will be treated as non-confidential and nonproprietary. Proof of submission is not considered proof of delivery or receipt of submission.

5. APPLICATION AND MEDIA REQUIREMENTS

Applications, Media, and all other materials submitted by Applicant (collectively, “Application Materials”) may not be or contain any content that, as determined by Sponsor in its sole discretion:

- is sexually explicit or suggestive, violent, or derogatory or discriminatory based on race, sex, religion, national origin, ethnicity, disability or impairment, sexual orientation, gender identity, age, or other protected class;
- is profane or pornographic or contains nudity;
- is malicious or repetitive in nature;
- is false, deceptive, misleading or deceitful;
- is off-topic or irrelevant;
- promotes alcohol, illegal drugs, tobacco, or firearms/weapons (or the use of any of the foregoing);
- promotes any activities that are or may appear illegal, unsafe, or dangerous;
- promotes any particular political agenda or message;
- is obscene or offensive;
- endorses any form of hate or hate group;
- appears to duplicate any other submitted Applications or Media;
- defames, misrepresents or contains disparaging remarks about Sponsor or any other people, companies, products, or services;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without written permission from the owner;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, music, film scenes, etc.), without written permission from the owner;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without written permission;
- contains look-alikes of celebrities or other public or private figures, living or dead; and/or
- violates any law.

Application Materials must be the original work of the Applicant, may not have been previously published, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If Media contains anyone other than the Applicant’s Owner(s) or if Application Materials contain material or elements that are not owned by the Applicant and/or which are subject to the rights of third parties, the Applicant is responsible for obtaining,

prior to submitting the Application Materials, any and all releases and consents necessary to permit the use of such content by Sponsor in the manner set forth in these Rules. No minor shall be included in any Media without the express written authorization of the minor's parent or legal guardian. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from Applicant at any time. Failure to provide such proof, if requested, may render the application null and void.

6. MATERIALS/RIGHTS IN APPLICATIONS

In consideration of an application being reviewed and considered for the Program, each Applicant hereby grants to Sponsor the exclusive, irrevocable, fully paid, sublicensable, worldwide license to copy, display, publish, perform, and adapt or modify the Application Materials, or any portion(s) thereof, and any other content or materials provided by a Recipient at any time in connection with the Grant Program, in any media now known or hereafter devised including, but not limited to, all forms of electronic and print media. Applicant understands that Application Materials may be posted on the Sponsor's website and/or social media profiles, but that Sponsor has no obligation to post or otherwise use Application Materials in any way. Applicant agrees and acknowledges that submission of an application or participation in the Grant Program shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between Sponsor and Applicant, and that the only contracts, express or implied, between Sponsor and Applicant are as set forth in these Rules or as subsequently entered into in writing by the parties. In addition, by submitting an application, Applicant hereby grants permission (except where prohibited by law) for Sponsor and all Promotional Parties to use Applicant's and Owners' names, likenesses, voices, quotes, comments, biographical information, photographs and/or images in connection with the Grant Program without further compensation or consideration in any and all media now known or hereafter developed throughout the universe.

7. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF

Applicant understands and acknowledges that Sponsor has wide access to ideas, stories, designs, and other materials, and that new ideas are regularly being submitted to it or being developed by it. Applicant also acknowledges that many ideas may be competitive with, similar, or identical to the Application Materials in theme, idea, format, or other respects. Applicant acknowledges and agrees that Applicant will not be entitled to any compensation as a result of any Sponsor use of any such similar or identical material. Applicant acknowledges and agrees that Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Application Materials. Finally, Applicant acknowledges that, with respect to any claim by Applicant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Application Material, the damage, if any, thereby caused to the Applicant will not be irreparable or otherwise sufficient to entitle Applicant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Application Materials, and the Applicant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

8. DISCLAIMER OF LIABILITY

The Released Parties (defined in Section 10) are not responsible for any materials provided by Applicant that are deemed harmful or offensive to others or for any harm incurred as a result of the submission of the Application Materials, and/or the execution of the ideas and proposals set forth in the Application Materials. The Released Parties are not responsible in any way for any injury, loss, or damage that occurs as a result of an opinion expressed or information provided in the Application Materials. All statements and opinions made by Applicant are those of Applicant only, and the Released Parties neither endorse nor shall be held responsible for the reliability or accuracy of same. Applicant understands and agrees that the Released Parties are not responsible for any unauthorized use of Application Materials by third parties.

9. WARRANTY

It is an express condition of eligibility that Applicant warrants and represents that all Application Materials and the content therein are solely owned by Applicant and solely created by Applicant for the purpose of this Grant Program, and that no other party has any rights or therein. Applicant further represents and warrants that the Application Materials and any use thereof by Sponsor or Promotional Parties shall not infringe upon any statutory or common law copyright and shall not constitute a defamation, or invasion of the right of privacy or publicity, or infringement of any other right of any kind of any third party.

10. INDEMNIFICATION

The Grant Program may also be promoted by a third party or parties (each a “Promotional Party” collectively “Promotional Parties”). Applicant shall indemnify, defend and hold harmless Sponsor and all Promotional Parties, and each of their respective parents, affiliates, successors, assigns and licensees, and each of their respective employees, shareholders, members, officers, directors, contractors, agents and representatives (collectively, “Released Parties”) from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys’ fees, arising out of or in connection with any third party action arising out of or resulting from (i) Applicant’s application to or participation in the Grant Program; (ii) a breach or allegation which if true would constitute a breach, of any of Applicant’s representations, warranties or obligations herein; (iii) acceptance, possession, or use of any grant, including without limitation, personal injury, death and property damage arising therefrom; and/or (iv) the execution of the ideas and programs proposed in the application, including without limitation, personal injury, death, and property damage arising therefrom.

11. GENERAL TERMS AND CONDITIONS

By applying to or participating in the Grant Program, Applicant agrees that Sponsor and the other Released Parties are not responsible or liable for, and shall be released and held harmless from: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable mail, postage-due notices, release forms, affidavits or other correspondence; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind; (iii) any condition caused by events beyond the control of Sponsor that may cause the Grant Program to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Grant Program; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the Grant Program; (vi) acceptance, possession, or use of any grant, including without limitation, personal injury, death and property damage arising therefrom; and (vii) claims based on publicity rights, defamation, or invasion of privacy. Sponsor reserves the right, in its sole discretion, to suspend or cancel the Grant Program at any time for any reason, including, without limitation, if a computer virus, bug or other technical problem corrupts the administration, security, or proper conduct of the Grant Program, strikes, lock-outs, acts of God, technical difficulties, and other events not within the reasonable control of Sponsor. Sponsor reserves the right, in its sole discretion, to prohibit any Applicant from participating in the Grant Program or to disqualify any Applicant it finds, in its sole determination, to be tampering with the application submission process or the operation of the Grant Program; to be acting in violation of these Rules; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

12. DISPUTES

All issues and questions concerning the construction, validity, interpretation and enforceability of the Grant Program, or the rights and obligations of Applicants and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the District of Columbia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the District of Columbia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the District of Columbia. All disputes shall be resolved by final and binding arbitration administered by Judicial Arbitration and Mediation Services, Inc., in accordance with its streamlined arbitration rules

and procedures or subsequent versions thereof (“JAMS Rules”). The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in the District of Columbia. All proceedings brought pursuant to this Section will be conducted in the District of Columbia. In no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorneys’ fees or other such related costs of bringing a claim.

13. PRIVACY POLICY

Any personal information supplied by you to Sponsor will be subject to Sponsor’s privacy policy (the “Privacy Policy”) posted at www.reimaginemainstreet.org under the tab that refers to “Small Business Grants.” By applying to the Grant Program, Applicant agrees to the Privacy Policy and consents to receive communications and other materials from Sponsor or Promotional Parties regarding the Grant Program and other services.