

2020 FEDEX #SUPPORTSMALL GRANTS OFFICIAL TERMS AND CONDITIONS

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF RECEIVING A GRANT. THE 2020 FEDEX #SUPPORTSMALL GRANTS INITIATIVE ("Grant") IS SPONSORED BY FEDEX CORPORATE SERVICES, INC. ("Sponsor" or "FedEx").

1. APPLICATION PERIOD:

The 2020 FedEx #SupportSmall Grants Initiative (the "Grant") opens on May 25, 2020 at 12:00:00 AM Eastern Time (ET) and closes on June 12, 2020 at 11:59 PM ET. The Grants consist of three (3) periods as set forth in the chart below:

Phase	Start Date (at 12 a.m. ET)	End Date (at 11:59 p.m. ET)
Application Submission Period	5/25/2020	6/12/2020
Review Period	6/13/2020	9/01/2020
Notification Period*	7/10/2020	9/14/2020

*Sponsor will notify small businesses selected to receive a grant at the email address provided in the application between the period of July 10, 2020 – September 14, 2020. Email notification will provide an estimated time frame to receive the check as well as instructions for completing and submitting a W-9 and activating the credit at FedEx Office. All notification dates are subject to change at Sponsor’s sole discretion.

2. ELIGIBILITY:

The Grant is open to only legal residents of the fifty (50) United States and the District of Columbia who at the time of entry are independent owners/operators and the authorized agent of an eligible for-profit small business (as defined below) and are eighteen (18) years of age or older. In order to be considered an eligible “small business” for purposes of this Grant, the business must meet all of the following criteria:

- a. Currently active, lawful, and have all necessary and required licenses and registrations;
- b. In good standing as of the date of Submission and must remain so through the end of the Notification Period;
- c. Have a valid 9-digit Business EIN number or Social Security Number;
- d. Have no more than fifty (50) employees on its payroll at the time of Submission (sole proprietors are considered as an employee and part-time employees are included);
- e. In continuous operations for not less than one (1) year as of May 25, 2020
- f. Have no more than \$5 million annual sales revenue in 2019; and
- g. Have shipped in the last twelve (12) months or plan to ship in the coming twelve (12) months.

The following are excluded:

- a. Business Owner or an investor in the business is a previous FedEx Small Business Grant Contest Winner;
- b. Business is in any way affiliated with a franchised or direct seller business or independent consultant;
- c. Business is an authorized FedEx reseller;
- d. Business is a non-profit.

- e. Primary purpose of the business is in competition with FedEx or any FedEx operating companies;
- f. The business is under bankruptcy protection or has judicial liens or attachments.

Sponsor shall determine, in its sole discretion, whether an applicant meets the eligibility criteria to participate in the Grant. Sponsor's decisions regarding eligibility and all other aspects of the Grant are final and binding.

Sponsor, its parent and affiliated companies, and each of their respective, officers, directors, employees, agents and persons engaged in the development, production or distribution of materials for this Grant (collectively, the "Grant Parties") and the immediate family members (i.e., parent, child, sibling, and spouse) of each and/or persons living in the same household of such individuals (whether related or not) are not eligible to participate in the Grant. This grant is subject to all applicable federal, state, and local laws and regulations, and is void in all geographic locations where prohibited by law.

3. GRANTS:

There will be a total of two hundred (200) grant recipients (each a "Recipient" and collectively, the "Grant Recipients"); each Recipient will receive a U.S. \$5,000 Grant in the form of a check and \$500 in credit toward print and business services at FedEx Office. All FedEx Office credits are at a local store near each recipients' location as provided on the application form. Total value of all Grants and FedEx Office Credits is \$1,100,000 (each a "Grant" and together, the "Grants").

The FedEx Office print credit may be used only by the Recipient toward printing and print services orders placed in-center or online through FedEx Office® Print Online through 5/31/21. Cannot be used in combination with other coupons or discounts, including account pricing. Not valid on FedEx Office® retail products, Sony® PictureStation™ products, rush charges, packing, shipping charges or postage. No cash value. Offer void where prohibited or restricted by law. Products, services and hours may vary by location.

4. HOW TO APPLY:

To apply for the Grant, applicants ("Applicants") are required to visit the Grant website located at fedex.com/en-us/support-small-business-grants.html (the "Grant Site") and submit an application (the "Application" or the "Application Submission") between May 25, 2020 and June 12, 2020 (the "Application Period"). Applicants will be required to provide responses to the following: (1) Years in business; (2) Number of employees; (3) Annual sales revenue in 2019; (4) if you have shipped for your business in the past 12 months or if you plan to ship for your business in the coming 12 months; (5) how COVID19 has most impacted your business and (6) how you would use the grant to help your business.

In addition to answering the questions listed above, each Applicant will be required to submit the following information ("Submission Materials"):

- (1) Name of Business
- (2) Name of Business Owner / Authorized Agent
- (3) Business EIN or Social Security Number
- (4) Phone Number
- (5) Position/Title at Business
- (6) Email Address
- (7) Street Address

- (8) City
- (9) State
- (10) Zip
- (11) Business Website or primary website where goods or services are offered to the public (i.e. Etsy store, EBay store, Facebook page, etc.)
- (12) Social media sites for the business

All Applications are subject to approval by Sponsor, in Sponsor's sole discretion. Upon completion and submission of Application, all Applicants will receive a confirmation message on the screen.

By submitting an application to the Grant and providing an email address, each Applicant grants Sponsor express permission to send Applicant emails related to the Grant, including, but not limited to, notification of selection for a grant and a follow-up email in order to gather feedback regarding the Application.

Limit: one (1) Application per business.

5. GRANT SELECTION PERIOD:

During the Selection Period, Sponsor will use responses to the application questions such as how the grant will be used and business impact during the crisis in determining grant recipients along with other factors such as how well the Applicant's brand aligns with the FedEx brand and a review of social media sites, including all posts and/or images.

Each Applicant selected to receive a grant will be notified via email with instructions for completing and submitting a W-9 form within five (5) days of email receipt.

Notifications of grant awards will be sent throughout the Notification Period. Each Recipient will be notified by email at the email address provided on the application.

10. GRANT ACCEPTANCE AND TAX LIABILITY:

Grants are non-transferable. Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if advertised prize becomes unavailable. All details of any prize not specified herein shall be determined solely by Sponsor. By accepting a Grant, each Recipient acknowledges compliance with these Official Terms and Conditions. All federal, state, local or other tax liabilities arising from this Contest are the sole responsibility of each Recipient, respectively. Limit of one Grant per Applicant. All other expenses relating to acceptance of a Grant, including but not limited to taxes and any other expenses not specified herein are the sole responsibility of each Recipient. Grant conditions may be added or modified by Sponsor, in its sole discretion. Acceptance of a Grant constitutes permission for the Sponsor and its designees to use each Recipient's name, photographs, entry material, other likenesses and biographical information for advertising, promotional or trade purposes, including but not limited to online announcements, in commerce and in all media worldwide without limitation or additional compensation, except where prohibited by law.

A Recipient may waive its right to receive the Grant. The Grant is non-assignable and non-transferable. No substitutions may be made by the Recipient. Sponsor shall withhold taxes from

any award as is required by law. Prior to receiving the Grant, Recipients must execute a W-9 tax form verifying their tax identification number. Recipients may be required, as instructed by Sponsor, to complete and sign (i) an affidavit of eligibility/liability certifying that such Recipient has complied with the Official Terms and Conditions of the Grant and (ii) a liability and publicity release (except where prohibited by law). Failure to sign and return any of these documents or to comply with any term or condition of these Official Terms and Conditions may result in a Recipients's disqualification, the forfeiture of its interest in the Grant, and, at Sponsor's discretion, the presentation of the Grant to a substitute recipient. A Grant not claimed by a Recipient and not awarded to a substitute recipient by Sponsor in accordance with these Terms and Conditions will remain the property of Sponsor.

Payment of federal, state and local taxes and fees due, if any, are the sole responsibility of the Winner.

11. DISQUALIFICATION:

Sponsor reserves the right, in its sole discretion, to disqualify any Applicant at any time that it finds to be tampering with the entry process or the Grant; to be acting in violation of these Official Terms and Conditions; or to be acting in an inappropriate or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Applications submitted into the Grant ("Submitted Applications") must be consistent with the FedEx Mission, Strategy and Values and Sponsor reserves the right, in its sole discretion, to reject and/or disqualify any entries at any time that Sponsor deems to be hateful, slanderous, libelous, violent, obscene, defamatory, discriminatory (based on age, race, gender, religion, natural origin, physical disability, sexual orientation or political affiliation), profane, offensive, lewd, sexually explicit, pornographic, false, misleading, deceptive, self-mutilating (e.g. relating to murder, the sales of weapons, cruelty, abuse, etc.), illegal (computer hacking, underage drinking, etc.), threatening, harassing, or otherwise inconsistent with its editorial standards, audience expectations, or reputational interests or that contain images, words or symbols widely considered offensive to individuals of a certain race, gender, ethnicity, religion, sexual orientation or socioeconomic group, or that Sponsor believes may violate any applicable law or regulation or the rights of any third party or may subject the Grant, Sponsor, or Sponsor's advertisers, clients, or customers to controversy, negative publicity, scorn, or ridicule. For purposes of this paragraph, Submitted Entries include content on the Applicant's website and social media sites.

Should Sponsor determine, in its sole discretion, that any selected Recipient has violated any of the prohibitions contained in these Official Terms and Conditions or should be disqualified for any other reason, Sponsor shall have no obligation to award a Grant to such Applicant.

As a condition of entry, Sponsor reserves the right to conduct a background check on any potential recipient and reserves the right in its sole discretion to disqualify any applicant based on such background check if in its sole discretion, the Sponsor determines that awarding the grant to such Applicant might reflect negatively on the Sponsor's image and/or reputation.

12. GENERAL RELEASE/LIMITATION OF LIABILITY:

By participating in the Grant, each Applicant releases and holds Sponsor, its parent and affiliate companies and each of their directors, officers, employees, representatives, and agents harmless from and against any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Grant or with the acceptance, possession, use of or defect in any Grant

(including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light). Sponsor is not responsible for any incorrect or inaccurate information, whether caused by technical or human error or otherwise which may occur in the processing of applications in this Grant or in the running of this Grant. Sponsor will not be responsible for typographical, printing or other errors in these Official Terms and Conditions or in other materials relating to the Grant.

If for any reason, the Grant is not capable of running as planned, including but not limited to by reason of fraud, computer virus, worms, bugs, tampering, unauthorized intervention, technical limitations or failures, human error, mistake or any other cause that in the sole opinion of Sponsor could compromise, undermine, corrupt or otherwise affect the security, integrity, fairness, administration, or proper conduct of this Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Grant at any time and without notice.

Notwithstanding anything set forth above, to the extent that the preceding release is determined by a tribunal of competent jurisdiction to be invalid, unenforceable or void for any reason, each Applicant agrees that, to the fullest extent permitted by law (i) any and all disputes, claims, and causes of action arising out of or in connection with the Grant, or any awards awarded shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by such Applicant, but in no event attorney's fees and no greater than \$1,000; and (iii) under no circumstances will any Applicant be permitted to obtain any award for, and Applicant hereby waives all rights to claim, incidental, punitive or consequential damages.

13. CONSTRUCTION, WAIVER AND DISPUTE RESOLUTION:

The construction, validity, interpretation and enforceability of these Terms and Conditions, and all issues and questions relating thereto, along with the rights and obligations of all Applicants and of Sponsor, shall be governed by, and construed in accordance with the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules or provisions. In the event that any provision is determined to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any other provision, and these Terms and Conditions shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

Any specific waiver of any obligation hereunder by Sponsor does not constitute a general waiver of that obligation nor of any other obligation of Applicant.

Any dispute concerning this Grant shall be submitted to binding arbitration in Shelby County, Tennessee within one (1) year from the date that the cause of action arose (or, if multiple cause of actions are involved, from the date that the first cause of action arose), with such arbitration conducted pursuant to the then prevailing rules of the American Arbitration Association. To the fullest extent permitted by law, no arbitration brought pursuant to these Terms and Conditions shall be joined to any other arbitration initiated pursuant to these Terms and Conditions.

14. COPYRIGHT:

By entering an application in this Grant initiative, Applicant grants to Sponsor, its parent and affiliated companies an exclusive, assignable, royalty-free and irrevocable right and license to edit or otherwise use all materials submitted by Applicant in connection with the Grant, in whole or in part, for any purpose and in any manner or media (including, without limitation, the

Internet) now known or hereafter devised, throughout the world in perpetuity, and to license others to do so, without notice and without compensation, royalty, accounting, liability or obligation of any kind to any Applicant. Each Applicant further agrees that it will use its best efforts to have its employees, consultants, volunteers, officers and directors sign any additional licenses or releases that Sponsor may require.

BY SUBMITTING SUBMISSION MATERIALS, APPLICANTS EACH ACKNOWLEDGE THAT THE SUBMISSION MATERIALS, AND ANY OTHER MATERIALS SUBMITTED IN CONNECTION WITH THIS PROGRAM, MAY BE POSTED ON THE SPONSOR'S WEBSITE(S), IN SPONSOR'S SOLE DISCRETION. Sponsor reserves the right to edit the Submission Materials and other materials prior to posting them to the website in its sole discretion.

16. SPONSOR/ADMINISTRATOR:

Sponsor: FedEx Services, Inc.; 3640 Hacks Cross Road, Memphis, TN 38125. Attention: SupportSmall Business Grants / Customer Engagement Marketing.