

2021 FEDEX SMALL BUSINESS GRANT CONTEST OFFICIAL RULES
(the “Official Rules”)

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THE 2021 FEDEX SMALL BUSINESS GRANT CONTEST (“Contest”) IS SPONSORED BY FEDEX CORPORATE SERVICES, INC. (“Sponsor” or “FedEx”).

1. CONTEST PERIOD:

The 2021 FedEx Small Business Grant Contest (the “Contest”) begins on February 16, 2021 at 12:00:00 AM Eastern Time (ET) and ends with the announcement of winners on May 10, 2021. The Contest consists 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)
Entry/Submission Period	2/16/2021	3/9/2021
Voting Period	3/10/2021	3/24/2021
Judging Period	3/25/2021	5/9/2021

*Sponsor will announce the top 100 finalists on the contest website on March 31, 2021. The top 100 finalists will be notified via email and asked to provide a second-round submission video by April 6, 2021. Sponsor will notify the winners on or by May 10, 2021 and publicly announce winners on May 10, 2021. All announcement dates are subject to change at Sponsor’s sole discretion. Winners may not communicate their winner status prior to FedEx’s public announcement and winners may not issue their own press release without prior FedEx consultation and approval.

2. ELIGIBILITY:

The Contest 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 of an eligible for-profit small business that (i) is domiciled in the fifty (50) United States or District of Columbia which has been in continuous operation selling a product or service for not less than six (6) months as of February 16, 2021, and (ii) has a valid 9-digit FedEx shipping account number. In order to be considered an eligible “small business” for purposes of this Contest, the business must meet all of the following criteria:

- a. Entrant/owner must be at least eighteen (18) years of age at the time of Entry Submission;
- b. The business must be currently active, lawful, have all necessary and required licenses and registrations;
- c. Entrant/owner must be an authorized agent of the registered business;
- d. The business must be in good standing as of the date of Submission and must remain so through the end of the Contest;
- e. The business must have a valid 9-digit FedEx shipping account number
- f. The business must have a shipping need for the business
- g. The business must have no more than 99 employees on its payroll at the time of Submission (sole proprietors are considered as an employee and part-time employees are included);
- h. Neither the business itself or any owner of nor any investor in the business may be:
 - i. a previous FedEx Small Business Grant Contest Winner;

- ii. a past or current member of the FedEx Entrepreneur Advisory Board;
- iii. in any way affiliated with a franchised, direct seller business, or independent consultant; or
- iv. an authorized FedEx reseller;
- i. The primary purpose of the business must not be in competition with FedEx or any FedEx operating companies;
- j. The business must not be under bankruptcy protection or have judicial liens or attachments.

Sponsor shall determine, in its sole discretion, whether an entry meets the eligibility criteria to participate in the Contest. Sponsor's decisions regarding eligibility and all other aspects of the Contest 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 Contest (collectively, the "Contest 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 Contest. This contest 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 twelve (12) winners (each a "Winner" and collectively, the "Winners"): one (1) Grand Prize Winner will receive a U.S. \$50,000 Grant in the form of a check and \$7,500 in print and business services from FedEx Office*; one (1) 2nd Place Winner will receive a U.S. \$30,000 Grant in the form of a check and \$5,000 in print and business services from FedEx Office*; ten (10) 3rd Place Winners will each receive a U.S. \$15,000 Grant in the form of a check and \$1,000 in print and business services from FedEx Office*. All FedEx Office prizes are in the form of a credit at a local store near each winners' location. Total value of all Grants and FedEx Office Prizes: over \$252,500 (each a "Grant" and together, the "Grants"). One of the twelve winners who is also a veteran-owned business will receive an added distinction of the Veteran Owned Business Award Honor. One of the ten 3rd Place Winners will be selected by the FedEx Entrepreneur Advisory Board which consists of small business owners as the Entrepreneur Choice Award.

There will be up to 5 additional Prize Packages based on prize level:

- a) Website Optimization or Website Audit Prize Package:
 - a. Grand Prize Winner: Custom in-depth Technical SEO Website Audit detailing all SEO (search engine optimization) deficiencies and including detailed recommendations for improvements, valued between \$2,500 - \$5,000 depending on number of website pages. Audit can take up to 45 days to complete. Prize expires December 31, 2021.
 - b. 2nd Place Winner: One (1) Website Conversion Optimization Audit detailing potential conversion issues and recommended enhancements to improve conversion, valued between \$500 - \$2,000 depending on number of website

pages. Audit can take up to 30 days to complete. Prize expires December 31, 2021.

- c. 3rd Place Winners: One (1) Website Audit with high level review and recommendations for enhancements to SEO, valued at \$50. Audit can take up to 14 days to complete. Prize expires December 31, 2021.

b) Invitation to Virtual Small Business Grant Winner Forum:

- a. All Winners: Invitation to join virtual forum to celebrate grant winners and includes meeting high-level FedEx executives across Marketing, Sales, Ecommerce, Innovation, and many more to share small business insights and needs across the FedEx organization.

c) Print Expert Consultation Prize Package:

- a. All winners: One (1) 30-minute consultation with a dedicated FedEx Office representative to discuss opportunities for usage of FedEx Office prize towards print and business services including custom branded packaging at FedEx Office. Consultation and prize available until May 31, 2022.

* The FedEx Office print prizes may be used only by the Winners toward printing and print services orders placed in-center or online through FedEx Office® Print Online through 5/31/22. 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.

d) My FedEx Rewards \$300 voucher

- a. All winners: Each winning business will receive one (1) \$300 voucher redeemable through the My FedEx Rewards limited catalog. Does not require enrollment into My FedEx Rewards to select an item. Not redeemable for cash. Voucher expires August 10, 2021.

e) Dictionary of International Trade and Webinar:

- a. All winners: Each winning business will receive a complimentary international shipping dictionary, valued at \$45 and access to attend one international shipping webinar, valued at \$55.

The Top 100 Finalists will receive access to three (3) business resources:

- a) Financial consultation
- b) Attendance at a Small Business National Conference and access to up to three (3) webinars
- c) Mentor matching

4. HOW TO ENTER:

To enter the Contest, entrants (“Entrants”) are required to visit the Contest website located at fedex.com/grantcontest (the “Contest Site”) and submit an entry (the “Entry” or the “Entry Submission”) between February 16, 2021 and March 9, 2021 (the “Entry Period”). A 9-digit FedEx shipping account is required to enter the Contest. Entrants will be required to provide responses to the following: (1) Tell us about your business, what you provide, why you started, how you stand out among competition and any associated passion causes, in less than 1,000 characters including spaces; and (2) Tell us how you would use the FedEx Small Business Grant money to enhance your business and recover from any impacts of COVID-19, in no more than 1,000 characters including spaces.

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

1. Name of Business
2. Business Address
3. City
4. State
5. Zip
6. Contact Name of Business Owner / Authorized Agent
7. Position/Title at Business
8. Contact email address
9. Contact phone number
10. Business Tax ID number (for processing winner checks only)
11. Business Website or primary website where goods or services are offered to the public (i.e. Etsy store, EBay store, Instagram, Facebook page, etc.)
12. Social media sites
13. High-resolution Digital Image (see more information in Section 5 below):
 - a) REQUIRED: Company Logo or optimal photo best representing the business
 - b) OPTIONAL: Up to 3 additional Photos for General Representation of the business
14. Average sales revenue
15. Number of employees
16. Answers to general shipping and printing services used

While not required, in addition to the above, Entrant may submit a short “elevator speech” video, preferably not to exceed approximately 90 seconds in length.

All Entries are subject to approval by Sponsor, in Sponsor’s sole discretion. Once submitted, all approved Entries will be posted in a Contest Gallery with the ability to vote for a business on the dedicated Contest Site. In addition, approved Entrants will be able to access a html voting badge on their Contest profile for placement on the Entrant’s website and use the sharing functionality for social media and are encouraged, as described below, to share this link with Entrant’s customers, friends and family to vote for their small business during the Voting Period, defined above. Entrants will receive a confirmation email of their submission upon full completion of the entry form. Entries are subject to disqualification at any time including after approval and posting to the Contest Gallery.

Except where prohibited, entry in the Contest constitutes each Entrant's consent to the publication of her/his/its name, organizational information and completed Entry, including the Digital Image, (to the extent applicable) in any media for any commercial or promotional purpose (including, without limitation, the Internet), without further compensation.

By entering the Contest and providing an email address, each Entrant grants Sponsor express permission to send Entrant emails related to the Contest, including, but not limited to, notification of Finalists, Winners and a follow-up email in order to gather feedback regarding the Contest to be used in the planning and design of future Contests.

Limit: one (1) Entry per business.

5. DIGITAL IMAGERY AND VIDEO CRITERIA:

Digital images and company logo must be in one of the following formats: .jpg, .png or .gif. Each digital image (including company logo) may not exceed 7MB (each, a Digital Image"). The optional video should not exceed 120 seconds in length and must be uploaded to YouTube as a *public* video and the link to the video provided in the submittal form. No other video format can be accepted.

If any Digital Image or the video contains any material or elements that are not owned by the Entrant and/or are subject to the rights of third parties, and/or if any persons appear in the video or image, the Entrant is responsible for obtaining, prior to submission of the Digital Image or video, any and all releases and consents necessary to permit the exhibition and use of the Digital Image or video in the manner set forth in these Official Rules. If any person appearing in any Digital Image or video is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

If a professional image or video is submitted, Entrant is responsible for securing usage rights from the photographer or videographer to reproduce, distribute, display, and create derivative works of the Digital Image by Sponsor in connection with the Contest and promotion of the Contest, in any media now or hereafter known.

Upon Sponsor's request, each Entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed release from all third parties (a) who appear in the photograph or video submitted or (b) whose owned content appear in the photograph or video submitted, authorizing use by Sponsor and its licensees ("Authorized Parties") in accordance with these Official Rules. Failure to provide such releases upon request may result in disqualification at any time during the Contest.

6. VOTING PERIOD:

During the Voting Period, all persons who are eighteen (18) years or older and have a valid email address and properly answer the Captcha question will be eligible to vote for the small business of their choice. **Limit: One (1) vote per person per 24-hour period during the Voting Period.** Votes received from any one (1) person using the same or multiple

email addresses in excess of the stated number during the stated timeframe will be void and will not be counted.

Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means. Fraudulent or inappropriate means include, but are not limited to, the following: (a) voting with emails other than your own, (b) Buying or knowingly receiving purchased votes in any manner from anyone, (c) Paying for and using an email address list, (d) Offering prizes or other inducements for votes to members of the public, (e) The use of any automated, robotic, repetitive, programmed or similar registration or voting methods. (f) Any questionable activity that increases votes for an entry, including without limitation any attempts to artificially increase vote totals or trade votes. However, Entrants are allowed to run ads/sponsored posts or promotions related to the Contest that do not require the winner of the Entrant's promotion to have voted. Sponsor reserves the right, in its sole discretion, to disqualify any Entrant who is suspected of violating these terms or otherwise tampering with the entry, voting or selection process.

All eligible votes will be tallied by Sponsor at the conclusion of the Voting Period. The seven hundred (700) Entrants who receive the most votes during the Voting Period will be eligible for consideration for the Top 100 Finalists as described below. Should there be a tie for the final spot, all Entrants receiving that number of votes will be eligible for consideration for the Top 100 Finalists.

7. JUDGING PERIOD:

During the Judging Period, the seven hundred (700) Entrants with the highest number of votes during the Voting Period will be judged by Sponsor or its designated representatives and narrowed down to 100 finalists (the "Top 100"). Sponsor will use the following criteria in determining the Top 100:

- Clear, compelling and engaging essay answers and video
- Use of social media to develop Entrant's brand voice, including use of visuals, cohesiveness, humor, engagement and uniqueness
- Website ease of navigation, ease of ordering services or products (if applicable), product availability (in stock or not, if applicable)
- How well the Entrant's brand aligns with the FedEx brand
- Whether the small business owner is prepared to be a Small Business Ambassador or mentor to other small businesses
- Review of social media sites, including all posts and/or images

Extra credit will be given for those Entrants exhibiting any of the following elements:

- Unique or innovative product or service offering
- Sustainability/environmentally friendly business
- Positive impact on the community

Sponsor will announce the Top 100 Finalists on March 31, 2021.

The Top 100 will be notified via email with instructions for completing and submitting a second submission which consists of creating a video, not to exceed 5 minutes in length, answering the following question: “What is your passion as an individual and business owner and how is that passion reflected in your business?” Video must be submitted as a YouTube link and be publicly available (not set to private viewing) (the “Second Submission”). Items submitted as part of the Second Submission are also included in the definition of Submission Materials.

Second Submissions must be received by Sponsor no later than **12pm ET** (Noon ET) on April 6, 2021. If Entrant does not provide the Second Submission by the deadline, the Entrant will be automatically disqualified and not eligible for further consideration.

Sponsor or its designated agents will evaluate the Entries along with the Second Submission Video of each of the Top 100 to determine the winners.

The Winners will be notified on or by May 10, 2021, and publicly announced on May 10, 2021. Each Winner will be notified by email or phone call prior to the public announcement. Winners may not communicate their winner status in any manner until after FedEx makes a public announcement. In addition, winners may be featured on the FedEx Small Business Center, in FedEx social channels and in FedEx press releases. Winners may not issue their own press release without prior approval by FedEx.

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 Winner acknowledges compliance with these Official Rules. All federal, state, local or other tax liabilities arising from this Contest are the sole responsibility of each Winner, respectively. Limit of one Grant per Entrant. 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 Winner. 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 Winner’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 Winner may waive its right to receive the Grant. The Grant is non-assignable and non-transferable. No substitutions may be made by the Winner. Sponsor shall withhold taxes from any award as is required by law. Prior to receiving the Grant, Winners must execute a W-9 tax form verifying their tax identification number. Winners may be required, as instructed by Sponsor, to complete and sign (i) an affidavit of eligibility/liability certifying that such Winner has complied with the Official Rules of the Contest, 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 Rules may result in a Winner’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 won and/or

claimed by a Winner and not awarded to a substitute recipient by Sponsor in accordance with these Official Rules 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 Entrant at any time that it finds to be tampering with the entry process, voting process or the Contest; to be acting in violation of these Official Rules; or to be acting in an inappropriate or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Entries submitted into the Contest (“Submitted Entries”) 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 Contest, 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 Entrant's website and social media sites.

Should Sponsor determine, in its sole discretion, that any announced Winner has violated any of the prohibitions contained in these Official Rules or should be disqualified for any other reason, Sponsor shall have no obligation to award a Grant to such Entrant.

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

12. GENERAL RELEASE/LIMITATION OF LIABILITY:

By participating in the Contest, each Entrant 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 Contest 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 entries or voting in this Contest or in the running of this Contest. Sponsor will not be responsible for typographical, printing or other errors in these Official Rules or in other materials relating to the Contest.

If for any reason, the Contest 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 Contest 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 Entrant 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 Contest, 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 Entrant, but in no event attorney's fees and no greater than \$1,000; and (iii) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant 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 Official Rules, and all issues and questions relating thereto, along with the rights and obligations of all Entrants 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 Official Rules 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 Entrant.

Any dispute concerning this Contest 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 Official Rules shall be joined to any other arbitration initiated pursuant to these Official Rules.

14. COPYRIGHT:

By entering this Contest, Entrant 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 Entrant in connection with the Contest, 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 Entrant. Each Entrant 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, ENTRANTS 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.

15. WINNERS LIST:

The names of the Winners may be obtained following the end of the Contest on May 10, 2021, by visiting this url: <https://fedex.com/grantcontest> or <https://smallbusiness.fedex.com/grant-contest>.

16. SPONSOR/ADMINISTRATOR:

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