

**2023 FEDEX SMALL BUSINESS GRANT CONTEST OFFICIAL RULES**  
(the “Official Rules”)

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THE 2023 FEDEX SMALL BUSINESS GRANT CONTEST (“Contest”) IS SPONSORED BY FEDEX CORPORATE SERVICES, INC. (“Sponsor” or “FedEx”).**

**1. CONTEST PERIOD:**

The 2023 FedEx Small Business Grant Contest (the “Contest”) begins on January 31, 2023 at 12:00:00 PM Eastern Time (ET) and ends with the announcement of winners on May 11, 2023. The Contest consists of four (4) periods as set forth in the chart below:

<b>Phase</b>	<b>Start Date</b>	<b>End Date</b>
Entry/Submission Period	1/31/2023 12:00 p.m. ET (noon)	2/21/2023 12:00 p.m. ET (noon)
Finalists Judging Period	2/22/2023	3/28/2023
People’s Choice Voting Period	2/27/2023 12:00:01 am ET	3/8/2023 11:59:59 pm ET
Winners Judging Period	3/29/2023	5/10/2023

The People’s Choice voting period will not be a factor in the judging period for Top 100 finalists or Winners. Sponsor will announce the top 100 finalists on the Contest website on April 12, 2023, and notify the finalists the same day via email. All Top 100 finalists are subject to a background check during the judging period at Sponsor’s sole discretion. Sponsor will notify the ten (10) Winners by May 11, 2023, and publicly announce winners on May 11, 2023, on the Contest website and media press release. 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 neither the Top 100 finalists or the Winners may issue their own press release without prior FedEx consultation and approval.

**2. ELIGIBILITY:**

To be considered an eligible “small business” for purposes of this Contest, the business and/or owner must meet all of the following criteria:

- a. The owner of the business must be a legal resident of the fifty (50) United States or the District of Columbia at the time of entry;
- b. The owner of the business must be at least eighteen (18) years of age at the time of entry;
- c. The owner of the business must be an authorized agent of the registered business;

- d. Business must be domiciled in the fifty (50) United States or the District of Columbia at the time of entry;
- e. If business is a subsidiary of another larger business, the subsidiary and its parent company must be a U.S. owned and based entity;
- f. Business must be for-profit and in continuous operation selling a product or service for not less than six (6) months as of January 31, 2023. Nonprofit organizations and businesses whose primary use of profits is donation-based are excluded.
- g. The business must be currently active, lawful, have all necessary and required licenses and registrations as required by the state(s) in which it operates;
- h. The business must be in good standing as of the time of entry and must remain so through the end of the Contest;
- i. The business must have a valid FedEx business shipping account number;
- j. The business must have a shipping need for the business;
- k. The business must have a printing need for the business;
- l. The business must have no more than 99 employees on its payroll at the time of entry (owners and part-time employees are included in employee count);
- m. Neither the business itself nor 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/ independent consultant/ pyramid marketing business model; or a car service (Uber, Lyft, etc).
  - iv. an authorized FedEx Ship Center location or any other reseller of FedEx services;
- n. The primary purpose of the business must not be competitive with FedEx or any of the FedEx operating companies;
- o. 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 ten (10) winning businesses (each a “Winner” and collectively, the “Winners”): All ten (10) winners will receive:

- U.S. \$30,000 in the form of a check,
- \$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. Credit expires 5/31/24.
  - \* The FedEx Office print prizes may be used only by the Winners toward printing and print services orders placed in-store or online through FedEx Office® Print Online through 5/31/24. 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.

One of the Winners who is also Veteran-owned will receive an additional \$20,000 courtesy of United Services Automobile Association (“USAA”) Small Business Insurance. The business chosen to receive this additional grant must:

- not be a USAA employee or a member of the household of a USAA employee,
- be in good standing, if a member of USAA (membership is not required), and
- at minimum, be discharged under a general discharge under honorable conditions status.

Total value of all cash awards and FedEx Office prizes: over \$330,000 (each a “Grant” and together, the “Grants”).

There will be up to 9 additional prizes or offers awarded to the Winners:

1. Free access to FedEx Premier Customer Service: Each winner will be given access to the FedEx Premier Customer Experience Portal for the life of the account on the account number provided in the contest entry. Access includes streamlined ability to submit support requests regarding shipment changes, tracking needs, claims submittal, pickup or delivery issues, international or customs inquiries, ordering supplies, and many more. Each Winner’s account number will be enrolled in the service and each Winner will receive an activation email to the service requiring password creation. Additional account numbers with the same business name as the grant winning business can be added but

access cannot be transferred to another account number with a different business name.

2. Sustainable Packaging Consultation with FedEx Packaging Lab: Each Winner will receive a complimentary sustainable packaging consultation with the FedEx Packaging Lab. Consultation includes analysis of current packaging, identification areas of improvement to reduce damages, and a recommendation of enhanced packaging options.
3. My FedEx Rewards \$300 voucher
  - a. Each Winner 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 11, 2023.
4. 20% off SEO Monthly Plan with HigherVisibility:
  - a. Each Winner will receive an offer of 20% off the cost of creation of a custom SEO strategy to include Technical SEO, On-Page Optimization, Content Strategy & Optimization, and Outreach Link Building. Includes discovery call and presentation with HigherVisibility. For new HigherVisibility customers only. Offer value equates to a minimum annual value of \$5,808 with a maximum annual value of \$60,000, depending upon the level of agreement. A 12-month agreement is required to receive the discount and must start within six months after May 11, 2023.
5. Digital Sales Consultation
  - a. Each Winner will receive a complimentary digital technology consultation with FedEx Digital Sales Solutions team.
6. Dictionary of International Trade:
  - a. Each Winner will receive a complimentary international shipping dictionary, valued at \$45.
7. One-on-one mentorship and complimentary tickets to a regional learning and leadership event with Entrepreneurs' Organization:
  - a. Each Winner will receive complimentary tickets to an annual regional learning and leadership event in the U.S.
  - b. Each Winner will have the opportunity for a 1:1 mentorship session with select member-founders in the Entrepreneurs' Organization who can provide personalized feedback and business guidance to the Winners.

8. Feature on FedEx Small Business Center: All Winners will be featured on the FedEx Small Business Center at time of winner announcement and at potential future moments in time post-Contest.
9. Invitation to Small Business Grant Winner Forum:
  - a. Each Winner will be invited to join and participate in a 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.

The Top 100 Finalists will receive access to two (2) business resources:

1. Financial consultation with Accion Opportunity Fund
2. Free access to the Initiative for a Competitive Inner City (I.C.I.C.) Annual Conference, Digital Learning Platform, and access to up to 3 webinars

#### **4. HOW TO ENTER:**

To enter the Contest, eligible small businesses (“Entrants”) are required to visit the Contest website located at [fedex.com/grantcontest](https://fedex.com/grantcontest) (the “Contest Site”) and submit an entry (the “Entry” or the “Entry Submission”) between 12pm ET January 31, 2023, through 12pm ET February 21, 2023 (the “Entry Period”). Entrants will be required to provide responses to the following in less than 1,000 characters including spaces for each response: (1) Tell us about your business, (2) Tell us how you would use the FedEx Small Business Grant money to enhance your business, and, if applicable, (3) Give us an example of how FedEx has helped your business (aside from getting packages from point A to point B).

In addition to answering the items listed above, each Entrant will be required to complete and submit all information required by the entry form (the “Submission Materials”).

Incomplete applications not meeting the entry deadline will not be accepted.

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 on the dedicated Contest Site. 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 in the Entries Gallery on the Contest Site, 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 the beginning of the People's Choice Voting period, notification of Finalists, Winners announcement, and a follow-up survey email to gather feedback regarding the Contest to be used in the planning and design of future contests. Additionally, your contact information may be used by the FedEx Sales teams to contact you regarding FedEx products and services.

**Limit:** one (1) Entry per business. Duplicate entries will be removed, and the most recent entry of the business will be kept.

## **5. DIGITAL IMAGERY AND VIDEO CRITERIA:**

Digital images and company logo must be in one of the following formats: .jpg, .png or .gif and must be in horizontal/landscape position. Each digital image (including company logo) may not exceed 7MB (each, a Digital Image"). The optional video should preferably not exceed 2 minutes in length and must be in the form of a link accessible without downloading and provided in the submittal form. No other video format can be accepted or received (i.e. cannot be emailed, cannot require a download from a zip file, etc).

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. PEOPLE'S CHOICE VOTING PERIOD:**

During the People's Choice voting period, small businesses that have entered the Grant Contest will have the opportunity to win one of ten \$1,000 digital cash gift cards. One (1) card per day (12:00:01 am – 11:59:59 pm) will be awarded during the ten (10) days of the People's Choice Voting Period to the qualifying Entrant with the highest number of likes (votes) on their entry during the 24-hour period that day. The same business can only win one (1) card during the People's Choice Voting Period. All persons located in the U.S. who have access to the internet will be eligible to vote/like a small business entry in the Contest Gallery. **Limit: One (1) like per person per 24-hour period (12:00:01 am – 11:59:59 pm) during the People's Choice Voting Period.** Likes received from any one (1) person using the same IP address or attempting to like an entry during the same website session in excess of the stated number during the stated timeframe will be void and will not be counted toward the relevant day's tally. In the event of a tie in most votes received on a given day during the voting period, the business who reached the quantity of votes that created the tie first may be selected as the winner for that day.

Entrants are prohibited from obtaining likes by any fraudulent or inappropriate means. Fraudulent or inappropriate means include, but are not limited to, the following: (a) Buying or knowingly receiving purchased votes in any manner from anyone, (b) Offering prizes or other inducements for votes to members of the public, (c) The use of any automated, robotic, repetitive, programmed, or similar registration or voting methods. (d) 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 for their Entry. 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.

The total number of likes/votes received each day by an eligible and qualifying Entrant during the People's Choice Voting Period will determine the winner of the digital cash gift card for that day. Winners of the digital cash gift cards are limited to one per Entrant during the People's Choice Voting Period. Winners of the digital cash gift card will be notified via email and the digital cash gift card will be emailed to them for activation.

The number of votes any Entrant receives will not be a factor in the judging periods for selection of the Top 100 or the Winners.

## **7. TOP 100 FINALIST SELECTION PERIOD:**

During the Finalists Judging Period, Entrants 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
- Answers to submission questions
- Review of social media sites, including all posts and/or images
- Reviews of the business product available online through review sites
- Website ease of navigation, ease of ordering products, product availability
- How well the Entrant’s brand aligns with the FedEx brand
- Shipping volume with FedEx
- Whether the small business owner is prepared to be a Small Business Ambassador or mentor to other small businesses

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

- Unique or innovative product offering
- Sustainability/environmentally friendly business, product, or business practices
- Business gives back to community or the environment

Sponsor will announce the Top 100 on or about April 12, 2023.

## **8. WINNERS JUDGING PERIOD:**

During the Winners Judging Period, Sponsor or its designated agents will re-evaluate the Top 100 using the same criteria above.

The Winners will be notified by May 11, 2023, and publicly announced on May 11, 2023. 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.



## **9. 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 and/or prize, 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 and/or prize, 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 may withhold taxes and/or other amounts from any Grant, prize, or award as it, in its sole discretion, may determine to be required by law. Sponsor may file with the Internal Revenue Service (e.g., on Form 1099-MISC) and/or any other government agency a return identifying any payment of money and/or property to Winner as Sponsor, in its sole discretion, determines to be 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 for any Grant or prize accepted by Winner as part of the Contest, if any, are the sole responsibility of the Winner.

## **10. 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 Sponsor's 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.

#### **11. 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.

## **12. 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 causes of action 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.

**13. 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.

**14. WINNERS LIST:**

The names of the Winners may be obtained following the end of the Contest on May 11, 2023, by visiting this url: <https://fedex.com/grantcontest> or <https://smallbusiness.fedex.com/grant-contest>.

**15. SPONSOR/ADMINISTRATOR:**

Sponsor: FedEx Services, Inc., 20 FedEx Pkwy, 1<sup>st</sup> Floor Horizontal, Collierville, TN, 38017, Attention: Small Business Grant Contest / Customer Engagement Marketing.