

2024 FEDEX SMALL BUSINESS GRANTS PROGRAM OFFICIAL RULES
(the “Official Rules”)

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THE 2024 FEDEX SMALL BUSINESS GRANTS PROGRAM ("Program") IS SPONSORED BY FEDEX CORPORATE SERVICES, INC. (“Sponsor” or “FedEx”).

1. GRANT PERIOD:

The 2024 FedEx Small Business Grants Program begins on March 1, 2024 at 12:00:00 PM Eastern Time (ET) and ends with the announcement of Recipients on May 16, 2024. The Program consists of three (3) periods as set forth in the chart below:

Phase	Start Date	End Date
Application Period	3/1/2024 12:00 p.m. ET (noon)	4/1/2024 12:00 p.m. ET (noon)
Judging Period	4/1/2024	5/15/2024
Recipient Announcement	5/16/2024 9 a.m. ET	5/16/2024

Sponsor may request a background check during the judging period at Sponsor’s sole discretion. All announcement dates are subject to change at Sponsor’s sole discretion.

2. ELIGIBILITY:

To be considered an eligible “small business” for purposes of receiving a Grant (as defined in Section 3) as part of the Program, 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 application;
- b. The owner of the business must be at least eighteen (18) years of age at the time of application;
- c. The owner of the business must be an authorized agent of the registered business;
- d. The business must be domiciled in the fifty (50) United States or the District of Columbia at the time of application;
- 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. The business must be for-profit and in continuous operation selling a product or service for not less than six (6) months prior to March 1, 2024;
- g. The business must have a valid FedEx shipping account open for six (6) or more months prior to March 1, 2024;

- h. The business must be a current shipping customer with FedEx using their own FedEx shipping account number;
- i. The business must be in good standing with FedEx at the time of application and must remain so through the end of the Program phases;
- j. The business must have no more than 99 employees on its payroll at the time of application (owners and part-time employees are included in employee count);
- k. 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;

The following are excluded:

- a. Nonprofit organizations and businesses whose primary use of profits is donation-based.
- b. Any business or any business whose owner or investor are:
 - i. a previous FedEx Small Business Grant recipient;
 - ii. a past or current member of the FedEx Entrepreneur Advisory Board, Small and Medium Customer Advisory Board, or Ecommerce Customer 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;
- c. Any business in direct competition with FedEx shipping, delivery, or printing services;
- d. Any business which is under bankruptcy protection or has judicial liens or attachments.
- e. Any business whose owners and/or investors include any of the following (collectively, the "Program Parties"):
 - Employees, officers, directors or agents of Sponsor or its affiliates
 - Persons engaged in the development, production, or distribution of materials for the Program
 - Immediate family members and/or persons living in the same household of any of the parties listed above

Sponsor shall determine, in its sole discretion, whether an application meets the eligibility criteria to participate in the Program. Sponsor's decisions regarding eligibility and all other aspects of the Program are final and binding. This Program 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) businesses selected to receive a grant (each a “Recipient” and collectively, the “Recipients”): One (1) Grand Prize Recipient will receive \$50,000 in the form of a check; nine (9) Recipients will receive \$20,000 in the form of a check.

Additionally, each Recipient will receive \$500 in print and business services from FedEx Office*; Prizes is in the form of a credit at a local store near each Recipients’ location. Credit expires 5/31/25.

- The FedEx Office print prize may be used only by the Recipients toward printing and print services orders placed in-store or online through FedEx Office® Print Online through 5/31/25. 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.

Total value of all cash awards and prizes: over \$238,000 (each a “Grant” and together, the “Grants”).

There will be up to six (6) additional prizes awarded to the Recipients:

1. Access to FedEx Premier Customer Care
 - a. Each Recipient will be given free access to the FedEx Support Hub for the life of the account on the account number provided in the Program application. 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 Recipient’s account number will be enrolled in the service and each Recipient will receive an activation email to the service requiring password creation. Additional account numbers with the same business name as the Recipient business can be added but access cannot be transferred to another account number with a different business name.
2. Packaging Consultation with FedEx Packaging Lab
 - a. Each Recipient will receive a complimentary 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 Recipient will receive one (1) \$300 voucher redeemable for select items from the My FedEx Rewards catalog. Does not require enrollment into My FedEx Rewards to select an item. Not redeemable for cash. Voucher expires August 16, 2024.
- 4. Digital Sales Consultation
 - a. Each Recipient will receive a complimentary digital technology consultation with FedEx Digital Sales Solutions team.
- 5. Feature on FedEx Small Business Center
 - a. All Recipients will be featured on the FedEx Small Business Center at time of Recipient announcement and at potential future moments in time post-Program.
- 6. Invitation to Small Business Strategic Insights Forum
 - a. Each Recipient will be invited to join and participate in a forum to celebrate Recipients 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.

Sponsor may select up to 100 additional businesses to be recognized as Honorable Mentions and each will receive one (1) \$300 My FedEx Rewards voucher redeemable for select items from the My FedEx Rewards catalog. Enrollment into My FedEx Rewards is not required to select an item. Not redeemable for cash. Voucher expires August 16, 2024.

4. HOW TO APPLY:

To apply for the Program, eligible small businesses (“Applicants”) are required to visit the Program website located at fedex.com/smallbusinessgrants (the “Program Site”) and submit an application (the “Application” or the “Application Submission”) between 12pm ET March 1, 2024, through 12pm ET April 1, 2024 (the “Application Period”). Applicants will be required to provide responses to all indicated required fields in the application form in less than 1,000 characters including spaces for each response: (1) How would you describe your business? What products/services do you offer?; (2) Primary way the Grant would be used in your business; (3) Elaborate on how you would use the Grant being as specific as possible; (4) Tell us about your experience with FedEx or how FedEx has helped your business (aside from getting packages from point to point, examples may be your sales representative went above and beyond, a great driver/pickup experience, technology integration support, packaging help, etc.); (5) Applicants will also be required to submit a short video, preferably not to exceed 2 minutes in length, telling us about you as a small business owner and your experience with

FedEx. Additional information on video requirements in the section below regarding digital and video imagery.

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

Incomplete applications will not be accepted.

All Applications are subject to approval by Sponsor, in Sponsor’s sole discretion. Once submitted, all approved Applications will receive a confirmation email that application was received. Applications are subject to disqualification at any time including after approval.

Except where prohibited, applying to the Program constitutes each Applicant’s consent to the publication of the business name, website, social handles, and main digital image as provided in the Application, within an Application Gallery on the Program Site, without further compensation during the Application, Judging and Winner Announcement phases.

By applying to the Program and providing an email address, each Applicant grants Sponsor express permission to send Applicant emails related to the Program, including, but not limited to, notification of receipt of application, request for a background check if required, Recipients announcement, and a follow-up survey email to gather feedback regarding the Program and application to be used in the planning and design of future programs. Additionally, your contact information may be used by the FedEx Sales teams to contact you regarding FedEx products and services.

Limit: one (1) Application per business. Duplicate applications 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. Images cannot be adjusted once application is submitted. The required video should preferably not exceed 2 minutes in length and must be in the form of a link accessible without downloading and must be provided in the application submittal form. No other method or format to receive the video can be accepted (i.e., cannot be emailed, cannot require a download from a zip file, cannot require accessing Google Docs, etc). The video is length is a preferred length and applications will not be disqualified for exceeding the preferred length.

If any Digital Image or the video contains any material or elements that are not owned by the Applicant and/or are subject to the rights of third parties, and/or if any persons appear in the video or image, the Applicant 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, Applicant 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 Program and promotion of the Program, in any media now or hereafter known.

Upon Sponsor's request, each Applicant 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 Program.

6. PROGRAM RECIPIENTS JUDGING AND SELECTION PERIOD:

During the Judging Period, Applicants will be judged by Sponsor or its designated representatives using the following criteria in determining the final ten (10) winners:

- Clear, compelling, and engaging applications responses and video submitted
- Answers to application questions
- Review of social media sites, including all posts and/or images from the business and/or owners in the business, if applicable
- Website ease of navigation, ease of ordering products, product availability
- How well the Applicant's brand aligns with the FedEx brand
- Shipping volume and history with FedEx
- Whether the small business owner is prepared to be a Small Business Ambassador and/or potential member for the FedEx Small and Medium Customer Advisory Board.

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

- Unique or innovative product/service
- Sustainability focused or environmentally friendly business/business practices or product
- Community or environmental give back

Sponsor may also select up to 100 additional businesses as Honorable Mentions using the same criteria above.

The Recipients of a Grant will be notified by May 16, 2024, and publicly announced on May 16, 2024. Each Recipient will be notified by email or phone call prior to the public announcement. Recipients may not communicate their Recipient status in any manner until after FedEx makes a public announcement. Honorable Mentions will be notified via email by May 16, 2024. In addition, Recipients and Honorable Mentions may be featured on the FedEx Small Business Center, in FedEx social channels and in FedEx press releases. All Recipients may not issue their own press release without prior approval by FedEx.

7. 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 Recipient acknowledges compliance with these Official Rules. Limit of one Grant per Applicant. 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 Recipient. Grant and Program 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 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 Recipient as Sponsor, in its sole discretion, determines to be 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 Rules of the Program, 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 an Recipient'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 Recipient 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, local or other tax liabilities and fees due for any Grant or prize accepted by Recipient as part of the Program, if any, are the sole responsibility of the Recipient.

8. DISQUALIFICATION:

Sponsor reserves the right, in its sole discretion, to disqualify any Applicant at any time that it finds to be tampering with the application process or the Program; 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.

Applications submitted to the Program ("Submitted Applications") 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 Program, Sponsor, or Sponsor's advertisers, clients, or customers to controversy, negative publicity, scorn, or ridicule. For purposes of this paragraph, Submitted Applications include content on the Applicant's website and social media sites.

Should Sponsor determine, in its sole discretion, that any announced Recipient- or Honorable Mention 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 Grantor other award to such Applicant.

As a condition of entry, Sponsor reserves the right to conduct a background check on any potential Recipient or Honorable Mention 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 prize to such Applicant might reflect negatively on the Sponsor's image and/or reputation.

9. GENERAL RELEASE/LIMITATION OF LIABILITY:

By participating in the Program, 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 Program or with the acceptance, possession, use of or defect in any Program (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 applying to this Program or in the running of this Program. Sponsor will not be responsible for typographical, printing, or other errors in these Official Rules or in other materials relating to the Program.

If for any reason, the Program 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 Program, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Program 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 Program, or any Grants or other 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, not to exceed \$1,000 and specifically excluding attorney's fees; and (iii) under no circumstances will any Applicant be permitted to obtain any award for, and each Applicant hereby waives all rights to claim, incidental, punitive or consequential damages.

10. 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 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 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 Applicant.

Any dispute concerning this Program 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.

11. COPYRIGHT:

By applying to this Program, 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 Program, 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.

12. RECIPIENTS LIST:

The names of the Recipients may be obtained following the end of the Program on May 16, 2024, by visiting <https://fedex.com/smallbusinessgrants>.

13. SPONSOR/ADMINISTRATOR:

Sponsor: FedEx Services, Inc., 3650 Hacks Cross Rd, 3rd Floor, Attention: Small Business Grant Program.