

Future of Shopping Small Grant Program Terms

Applications for the Future of Shopping Small Grant Program ("Program") will be accepted from November 30, 2019 at 12:00 am Central Time ("CT") through 11:59 pm CT on March 31, 2020 or whenever 3,000 applications have been submitted, whichever is sooner ("Application Period").

PROGRAM DESCRIPTION: The Program is intended to support eligible small businesses that are innovating in the evolving retail landscape. These small businesses can help strengthen and diversify neighborhoods and help provide pathways for innovation and entrepreneurship.

ELIGIBILITY: For the purposes of this Program, eligible small businesses are those businesses in the United States with fewer than 100 employees that are recognized as a business (e.g., not an unincorporated contractor or self-employed individual), that are not part of a national franchise, and that operate out of a physical location (i.e. online only businesses are not eligible). Membership in the National Main Street Center is not required to be eligible for the Program. Employees of National Main Street Center ("Sponsor"), American Express Travel Related Services Company, Inc. ("American Express"), and their respective parents, subsidiaries, affiliates and advertising and promotion agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to participate. Program is subject to all applicable federal, state and local laws. By participating, each participant agrees to abide by these Terms, the terms of any grant agreements issued, and decisions of Sponsor and American Express, which shall be final and binding in all respects relating to this Program.

HOW TO SUBMIT AN APPLICATION: During the Application Period, to submit an application, visit mainstreet.org/futureofshoppingsmall and follow the directions provided to submit the application form in its entirety in accordance with the instructions provided ("Application"). Limit one (1) Application per eligible small business. Applications generated by script, macro or other automated means or by any means which subvert the submission process are void. All Applications become the sole property of the Sponsor.

APPLICATION RESTRICTIONS: Application must be true and verifiable and the original work product of the participant. No part of the Application may have been previously published, have won previous grants or contests, or infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.

By submitting an Application, participant represents and warrants that the Application conforms to these Terms and understands that Sponsor and/or American Express, in their sole discretion, may disqualify the Application for any reason, including if it determines, in its sole discretion, that the Application fails to conform to these Terms in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

PUBLICITY GRANT/USE OF ENTRIES: By submitting an Application, participants hereby grant to Sponsor, American Express and their respective designees, successors, licensees and assigns a nonexclusive license to reproduce, distribute, display, perform, create derivative works based upon, or otherwise exploit the Application and all elements embodied therein, in whole or in part, including, without limitation, their names, cities and states of residence and likenesses, in any manner, in any and all media, now known or hereafter devised, throughout the world in perpetuity, for advertising, promotional and other purposes, without further compensation, notification or permission. Participants agree that Released Parties (as defined below) are not responsible for any unauthorized use of Applications by third parties. Sponsor has no obligation to make use of the rights granted herein.

JUDGING: Applications will be divided into the following regions: (i) New York City, (ii) Los Angeles, CA (iii) Portland, OR, and (iv) the remaining U.S. Applications will be reviewed by Sponsor and American Express to determine the “Grant Recipient(s)” for that region. Applications will be reviewed, among other things, based on the following: need and use for grant funds, alignment with principles described in American Express’s *Future of Retail*, and participant’s commitment to its local community. In the event of a tie in any region, an additional, “tie-breaking” judge will determine the applicable Grant Recipient. Sponsor reserves the right not to provide all grants if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Applications. All decisions of the Sponsor and American Express are final and binding. Sponsor will not reveal the judging scores for any Application in any phase during or at the conclusion of the Program.

GRANT RECIPIENT NOTIFICATION: Potential Grant Recipients will be notified by telephone, mail and/or email and will be required to execute and return a Grant Acceptance Form within seven (7) days of date of issuance. If a potential Grant Recipient does not respond to the initial notification within the time period stated, all required documents are not returned within the specified time period, a grant notification is returned as undeliverable, or a potential Grant Recipient is not in compliance with these Terms, grant will be forfeited and, at Sponsor’s discretion, a runner-up may be selected.

GRANTS (10) (ONE (1) PER REGION (I) – (III); (7) FOR REGION (IV)): \$10,000 check. Any and all federal, state and local taxes are the sole responsibility of the Grant Recipient. Grant Recipients may not substitute, assign or transfer a grant. All terms and conditions and details of the grant are at Sponsor’s sole discretion. Limit one (1) grant per small business.

RELEASE OF LIABILITY: By participating, each participant agrees to release, indemnify, discharge and hold harmless Sponsor, American Express, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, “Released Parties”) from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from participant’s participation in the Program or any Program-related activity, the acceptance of the grant and/or Sponsor’s or Amex’s use of the rights granted herein.

GENERAL CONDITIONS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Applications, messages, email or mail; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing or reviewing of Applications, the announcement of the grants or in any Program-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Program. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Program. Persons who tamper with or abuse any aspect of the Program who act in an unsportsmanlike or disruptive manner or who are in violation of these Terms, as solely determined by Sponsor, will be disqualified and all associated Applications will be void. Should any portion of the Program be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper submission of Applications, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Program and, if terminated, at its discretion, select the potential Grant Recipients from all eligible, non-suspect Applications received prior to action taken using the judging procedure outlined above or as otherwise deemed fair and appropriate by Sponsor. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

REQUEST FOR GRANT RECIPIENTS LIST: For the Grant Recipients list (available after June 26, 2020), send an email to: mainstreet@savingplaces.org, by no later than July 31, 2020.

Sponsor: National Main Street Center, 53 W. Jackson, Suite 350, Chicago, IL 60604.