



IDA FOUNDATION
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Backing International Small Restaurants Grant Program Terms and Conditions

Applications for the Backing International Small Restaurants Grants Program ("Program") will be accepted, for this application period, from May 31, 2023, at 10:00 am Eastern Time ("ET") through July 7, 2023, at 11:59 pm ET ("Application Period"). The deadline for applicants from Mexico City, Sydney, and Tokyo has been extended to July 21, 2023 at 11:59pm ET. Applicants to the Program (each a "Participant") are subject to and agree to the following terms and conditions ("Terms").

PROGRAM DESCRIPTION: The Program is intended to support small, independent restaurants/cafes/bars and/or pubs with food offerings that have community significance in five major cities – London, England, Mexico City, Mexico, Sydney, Australia, Tokyo, Japan, and Toronto, Canada – as they adapt to continuing economic challenges, with a preference for small businesses owned by underrepresented groups, including people of color, those with disabilities, women, and others.

ELIGIBILITY: For the purposes of this Application Period of the Program, eligible restaurants/cafes/bars and/or pubs with food offerings are those businesses (i) that have a physical location (meaning "brick-and-mortar" location) in one of the 5 Program cities (London, Mexico City, Sydney, Toronto, Tokyo); (ii) that are currently open for business; (iii) that have a 2022 annual revenue below the following definitions: <1M GBP in London, <20M MXN in Mexico City, <2M AUD in Sydney, <1M CAD in Toronto, <250M JPY in Tokyo; (iv) that are a registered business entity in good standing in the jurisdiction in which it was formed and the city in which it does business (e.g., not an unincorporated contractor or self-employed individual); and (v) that are not part of a franchise with five or more locations. Digital-only businesses are not eligible (digital includes, without limitation, online and application-based businesses). Applicants must be an owner of the eligible small business and 18 years of age or older. A preference may be given to eligible small businesses that are: Black-owned or person of color-owned businesses; businesses owned by persons with disabilities (meaning an impairment of the body and/or mind, as defined by the Centers for Disease Control and Prevention (CDC)); LGBTQIA+-owned businesses; Indigenous-owned businesses; immigrant-owned businesses; and woman-owned businesses. Please refer to the Program webpage (<https://downtown.org/event/bisr/>) for a complete list of eligibility criteria. Prior Grant Recipients are not eligible. Membership in the International Downtown Association ("Sponsor") is not required to be eligible for the Program. Employees and independent and seconded contractors of the 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. The Program is subject to all applicable federal, provincial, state and local laws, regulations, and government-imposed rules and requirements. By submitting an application, 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 <https://downtown.org/event/bisr/> and follow the directions provided to complete and submit the

application form, in its entirety, in accordance with the instructions provided ("Application"). Limit one (1) Application per eligible restaurant. 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 and certain information from the Applications will be provided to American Express.

APPLICATION RESTRICTIONS: Applications must be true, complete, and verifiable and the original work product of the Participant. No part of the Application may have been previously published, have won previous grants associated with this Program, 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, the 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, without limitation, if it determines that the Application fails to conform to these Terms in any way or otherwise contains unacceptable content as determined by Sponsor.

PUBLICITY GRANT/USE OF ENTRIES: If selected by Sponsor and American Express as a grant recipient of the Program ("Grant Recipient"), the Grant Recipient hereby grants to Sponsor, American Express, and their respective designees, successors, licensees, and assigns a nonexclusive, non-transferable license to reproduce, distribute, and display Grant Recipient's business name and logo ("Grant Recipient IP"); underrepresented group affiliation, and Grant Recipient quotes and statements (in written or recorded oral form), materials and photographs submitted in the Application, and other information shared by Participant with Sponsor and American Express, as agreed in writing by Sponsor, American Express and Grant Recipient, (collectively "Grant Recipient Information") with media outlets/press and on Sponsor's, Sponsor's program partners, and American Express' platforms including social media. Participant acknowledges and confirms that Participant's submission of the Application, shall serve as Participant's consent to use Grant Recipient Information as outlined herein where Participant is selected as a Grant Recipient. Participants agree that Released Parties (as defined below) are not responsible for any unauthorized use of Applications and/or Grant Recipient Information by third parties. Neither Sponsor nor American Express have any obligation to make use of the rights granted herein.

JUDGING: Applications will be reviewed, among other things, based on the following:

- Clear explanation for use of funds and its impact on the restaurant. (funds must be able to be deployed in a 4 month timeframe)
- Contribution to neighborhood identity or community engagement
- Explanation of hardships that the business has endured
- Owned and/or operated by underrepresented and/or economically vulnerable members of the community.

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, including, without limitation, during or at the conclusion of the Program.

GRANT RECIPIENT NOTIFICATION: Grant Recipients shall be deemed potential grant recipients ("Potential Grant Recipients") until such time as the conditions of this notification provision are satisfied. Potential Grant Recipients will be notified by email and/or telephone ("Notification") and will be required to execute and return a grant acceptance form or grant agreement ("Grant Acceptance Form") within ten (10) days of the date of issuance ("Notice Period"). If: (i) a Potential Grant Recipient does not respond to

the Notification within the Notice Period, or (ii) the Grant Acceptance Form is not returned within the Notice Period, or (iii) a Notification is returned as undeliverable, where sent via email, or (iv) a Potential Grant Recipient is not in compliance with these Terms, the Potential Grant Recipient shall forfeit the Grant (as defined below) and, at Sponsor's sole discretion, a runner-up may be selected.

GRANTS: The following grants are available to be provided:

- London (6 available) - 11,500GBP;
- Mexico City (12 available) – the MXN equivalent of \$7,500 USD;
- Sydney (6 available) - \$21,000 AUD;
- Tokyo (6 available) – 2M JPY; and
- Toronto (6 available) - \$19,000 CAD (each, a “Grant”).

Grant Recipients will receive funding in two (2) payments: (1) initial two-thirds advance payment will be made upon receipt of signed Grant Acceptance Form, and (2) final one-third payment will be made on reimbursement following IDA Foundation's receipt of the final expense report and data reporting. Grant Recipients will work with the local partner and IDA Foundation to provide some baseline data at the time the initial grant payment is provided (e.g. data on revenues, employees, etc.). By no later than December 31, 2023, Grant Recipients will be required to share how the Grant has helped their business and share data to show any changes that were enabled by the receipt of this Grant. It is at this time, the final Grant payment will be made.

Any and all federal, provincial, 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 and shall be outlined in the Grant Acceptance Form. Limit one (1) Grant per restaurant. The planned use of Grant funds must be outlined in the application and should meet a critical business need that supports the restaurant in medium to long-term improvements. Potential uses could include critical improvements needed to sustain their operations such as enhancing digital capabilities, building outdoor dining spaces, purchasing new equipment and making other physical improvements. Utility costs are a potential use but must not exceed 15% of the total grant award. Rent, salaries, food supplies, or alcohol are not eligible Grant fund uses. Selected restaurants must complete exterior improvements by December 31, 2023. Any changes to the project completion date must be approved in advance by the Sponsor. Initial two-thirds advance payment will be made upon receipt of the signed Grant Acceptance Form. The final one-third payment will be made on reimbursement following Sponsor's receipt of the final expense report and data reporting.

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 (collectively “Claims”) of any kind to persons, including, without limitation, death, or property resulting, in whole or in part, directly or indirectly, from Participant's participation in the Program or any Program-related activity, where such participation is in violation of these Terms and the Program, the acceptance of the Grant, and/or Sponsor's or American Express' 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, mail, or other communications of any kind; 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 Participant's computer or other device related to or resulting from participating in this Program. Participants 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 PROGRAM 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 October 1, 2023), send an email to cathy@downtown.org by no later than December 1, 2023.

SPONSOR: International Downtown Association Foundation, 1275 K St NW, Suite 1000, Washington, DC 20005.