IDA FOUNDATION
1275 K STREET NW, SUITE 1000
WASHINGTON, DC 20005
202.393.6801 | DOWNTOWN.ORG

Backing International Small Restaurants Grant Program
Terms and Conditions

Applications for the Backing International Small Restaurants Grant Program ("Program") will be accepted, for this application period, from October 1, 2026, at 10:00 am Eastern Time ("ET") through November 16, 2026, at 23:59 pm ET ("Application Period"). 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 for-profit small, independent restaurants, cafes, bars and pubs with food offerings to grow, recover and support their local communities in fifteen major cities – Auckland, New Zealand; Barcelona, Spain; Fukuoka, Japan; London, England; Manchester, England; Melbourne, Australia; Mexico City, Mexico; Milan, Italy; Montreal, Canada; Osaka, Japan; Paris, France; Sapporo, Japan; Sydney, Australia; Tokyo, Japan; and Toronto, Canada**.**

ELIGIBILITY: Eligible small businesses are those restaurants, cafes, bars and pubs with food offerings that (i) have a physical location (meaning "brick-and-mortar" location) in one of the 15 Program cities (Auckland, Barcelona, Fukuoka, London, Manchester, Melbourne, Mexico City, Milan, Montreal, Osaka, Paris, Sapporo, Sydney, Tokyo, Toronto), (ii) are currently open for business and in operation prior to September 1, 2025, (iii) have an annual revenue in 2025 less than: GBP 1 million in London and Manchester, MXN 20 million in Mexico City, AUD 2 million in Melbourne and Sydney, NZD 2 million in Auckland, CAD 1.5 million in Montreal and Toronto, EUR 2 million in Barcelona, EUR 2 million in Paris, EUR 2 million in Milan and JPY 250 million in Fukuoka, Osaka, Sapporo, and Tokyo, (iv) are a registered for-profit business entity in good standing (or equivalent) 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) are not part of a franchise with more than five locations. Digital-only businesses are not eligible (digital includes, without limitation, online and application-based businesses). Participants must be an owner of the eligible small business and 18 years of age or older. Please refer to the Program webpage (https://downtown.org/foundation/) 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 Sponsor, American Express Company ("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 applying, each Participant agrees to abide by these Terms and Conditions, the terms of any grant agreements issued, and decisions of Sponsor, which shall be final and binding in all respects relating to the Program.

HOW TO SUBMIT AN APPLICATION: To submit an application, visit https://downtown.org/foundation/ during the Application Period and follow the directions provided to complete the application form, in its

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entirety ("Application"). Applicants who do not already have an account with submittable.com will be required to create one in order to submit an Application. Creating an account is free and all applicable Submittable terms and conditions apply. Limit one (1) Application per eligible small business. Owners with more than one restaurant (but five or fewer restaurants) are eligible to apply for multiple restaurants. However, no restaurant owners will receive more than one Grant. Applications generated by script, macro, or other automated means or by any means which subvert the submission process are void.

DATA COLLECTION AND USE: The Sponsor may share personal information provided by Applicants in their Application and in connection with the Program with American Express, the Sponsor's and American Express' affiliated entities, and their respective employees, officers, directors, representatives or designees, and such parties may use Applicant's personal information (i) to facilitate the administration of the Program, (ii) to contact the Applicant for media and public communications, (iii) as required by applicable law, and (iv) for any other purpose Sponsor or American Express notifies to the Applicant in writing. Please review IDA's Privacy Policy.

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 complies with these Terms and Conditions and understands that Sponsor and/or American Express, in their sole discretion, may disqualify the Application for any reason, including, without limitation, if Sponsor and/or American Express determine, in their sole discretion, that the Application fails to comply with these Terms and Conditions in any way or otherwise contains unacceptable content as determined by Sponsor and/or American Express, in their sole discretion.

PUBLICITY GRANT/USE OF ENTRIES: The Participant hereby grants the Sponsor, American Express, and their respective designees, successors, licensees, and assignees a nonexclusive, royalty free, perpetual and transferable license to use any and all information, documents, photographs and any other materials provided by such Participant in connection with the Application and/or the Program, and all elements embodied therein, in whole or in part, including, without limitation, the names, logos, cities and states of residence, photos, videos, quotes and statements (in written or recorded oral form), and likenesses, in any manner, in any and all media, now known or hereafter devised, throughout the world, for advertising, promotional, and other purposes, without further compensation, notification, or permission. Participants agree that the Released Parties (as defined below) are not responsible for any unauthorized use of the Applications or any materials provided in connection with the Program by third parties. Neither Sponsor nor American Express have any obligation to make use of the rights granted herein.

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

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- Clear use of grant funds and its impact on the restaurant.
- Ability to deploy grant funds quickly in a 5-month timeframe.
- Demonstrate local historic, cultural, or community significance.
- Invest in projects that help restaurants grow, recover, and support their local communities.

All decisions of Sponsor 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: Participants that are chosen to receive a Grant shall be deemed potential grant recipients ("Potential Grant Recipients") until 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, (ii) the Grant Acceptance Form is not returned within the Notice Period, (iii) a Notification is returned as undeliverable, where sent via email, or (iv) a Potential Grant Recipient is not in compliance with these Terms and Conditions, the Potential Grant Recipient shall forfeit the Grant and, at Sponsor's sole discretion, another Participant may be selected.

GRANTS: The following grants (each, a "Grant") are available:

- **Australia** – Melbourne and Sydney (15 available) – AUD 20,000
- **Canada** – Montreal and Toronto (20 available) – CAD $20,000
- **France** – Greater Paris area (10 available) – EUR 12,500
- **Italy** – Metropolitan City of Milan (5 available) – EUR 12,500
- **Japan** – Osaka, Fukuoka, Sapporo, and Tokyo (10 available) – JPY 2,300,000
- **Mexico** – Mexico City (10 available) – the MXN equivalent of $10,000 USD
- **New Zealand** – Auckland (5 available) – NZD 25,000
- **Spain** – Barcelona (10 available) – EUR 12,500
- **UK** – London and Manchester (20 available) – GBP 10,500

Selected grant recipients will receive the Grant upon receipt of a signed Grant Acceptance Form. Grant recipients must work with the local partner and IDA Foundation to provide some baseline data at the time the Grant payment is provided (e.g. data on revenues, employees, etc.). By no later than July 31, 2027, 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 the Grant.

IDA Foundation's local partners for the grant program conduct marketing and outreach to raise awareness of the grant program, advise on the selection process, and support awardees and collect data once grants are issued. Local partners include Mainstreet Australia (Australia), IDA Canada (Canada),

Centre-ville en Mouvement (France), Confesercenti Milano (Italy), Japan Area Management Network (Japan), Fundación Placemaking Mexico (Mexico), Mainstreet Australia (New Zealand), Fundació Barcelona Comerç (Spain), and the Association of Town and City Management (UK).

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 are outlined in these Terms and Conditions and the Grant Acceptance Form. Limit one (1) Grant per eligible restaurant owner. 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 the restaurant's 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 Grant. Rent, salaries, loan repayments, food supplies, alcohol, and permits for liquor licenses are not eligible grant fund uses. Grant recipients must use the funds by July 31, 2027. Any changes to the project completion date must be approved in advance by Sponsor.

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, 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, the acceptance of any 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, 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 and Conditions, as solely determined by Sponsor, will be disqualified

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and all associated Applications will be void. Sponsor reserves the right, in its sole discretion, to suspend, modify or terminate the Program, including if 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 Sponsor, corrupt or impair the administration, security, fairness or proper submission of Applications. If terminated, Sponsor may, at its sole discretion, select the 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.

REQUEST FOR GRANT RECIPIENTS LIST: Grant recipients will be announced by February 28, 2027, on Sponsor's website (https://downtown.org/foundation/). For other inquiries related to the announced grant recipients, send an email to nataly@downtown.org, by no later than March 31, 2027.

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