



The NYC Pride | MasterCard grant application window is from June 1, 2023 – July 16, 2023. No entries submitted after July 16, 2023, will be eligible for review.

Read below for more information about the grant opportunity including:

-Eligibility Requirements & Award

-Application Information

-Timeline

-Terms and Conditions

Eligibility Requirements & Award

Program is open only to individuals who identify as part of the LGBTQ community (Lesbian, Gay, Bisexual, Transgender, Queer - including non-binary/gender non-conforming individuals) who are at the time and date of entry:

- Legal U.S. residents (including D.C.)
- Eighteen (18) years of age or older (or the age of majority in their state of residence, whichever is older)
- A principal owner of a U.S.-based small business with its primary office located within a 50-mile radius of New York City (which is inclusive of Brooklyn, Queens, Manhattan, Bronx and Staten Island)
- An annual business revenue of three million dollars (\$3,000,000) or less in calendar year 2022
- Business is incorporated or otherwise considered a valid legal entity in good standing in its state of formation

Three (3) winners will each receive:

- A \$10,000 grant which may be used toward business growth
- Enhanced access to Mastercard small business tools to help them grow their business; and
- 30-minute one-on-one virtual mentorship session with a Mastercard Small Business Mentor

Application Information

Please note the following information will be required to complete the application:

- A concise description of your business
- A brief history of your business, including why you started your business and what makes it unique – including demonstration of the diversity and LGBTQ inclusiveness within your business.
- A description of the impact your business has had your customers, employees, and community (other than the goods & services you provide)
- Number of employees
- 2022 business revenue

The questions must be completed on the Google Form. All applications are due on July 16, 2023 by 11:59PM ET. NYC Pride and Mastercard will review all entries and select three (3) winners.

Timeline

June 1, 2023: Application release

July 16, 2023: Application deadline

July 17, 2023 – August 4, 2023: Selection panel reviews applications

August 7-11: Finalists notified

September 18-22, 2023: Winners Notified

October, 2023: Winner Announcement

Heritage of Pride Small Business Grant Program

Official Rules ("Official Rules")

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING THIS CONTEST.

THIS IS A SKILL-BASED CONTEST AND SUBMISSIONS WILL BE JUDGED TO DETERMINE WINNERS.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

SPONSOR OBTAINS RIGHTS FROM ENTRANTS TO POST AND USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST, REGARDLESS OF WHETHER YOU ARE SELECTED AS A WINNER.

BY ENTERING THIS CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

I. ELIGIBILITY: The Heritage of Pride Small Business Grant Program ("Contest") is open only to individuals who identify as part of the LGBTQ community (Lesbian, Gay, Bisexual, Transgender, Queer - including non-binary/gender non-conforming individuals) who are at the time and date of entry: (1) physically located and legal residents of the United States (including D.C.); (2) eighteen (18) years of age or older (or the age of majority in their state of residence, whichever is older) (the age of majority is eighteen (18) in most states, but is nineteen (19) in Alabama and Nebraska, and twenty-one (21) in Mississippi); and (3) a principal owner of a U.S.-based small business with its primary office located within a 50-mile radius of New York City (which is inclusive of Brooklyn, Queens, Manhattan, Bronx and Staten Island) as described below (referred to herein as, "Entrants"). For the purpose of this Contest, a small business means: (i) a business with an annual revenue of three million dollars (\$3,000,000) or less in calendar year 2022; (ii) who are authorized signing officers at said business; (iii) whose business is physically located within a 50-mile radius of New York City (as defined above) (iv) a business that is organized as a sole proprietorship, partnership, corporation, or any other legal entity that employs no more

than fifty (50) individuals on a full or part-time basis; and (v) is incorporated or otherwise considered a valid legal entity in good standing in its state of formation as of 6/1/23 through the prize award. For purposes of the Contest, a 'small business' can be organized as a sole proprietorship, partnership, corporation, or any other legal entity that employs no more than fifty (50) individuals on a full or part-time basis. Officers, directors and employees of Heritage of Pride, Inc. ("Sponsor"), Mastercard International Incorporated ("Mastercard"), teamDigital Promotions, Inc. ("Administrator") and their respective parent companies, divisions, subsidiaries and affiliates, and each of their respective agents, advertising, promotional and judging agencies of each of the foregoing, and any other entity or persons that develops, produces or distributes materials for or related to this Contest (collectively, the "Released Parties"), and members of the immediate families (defined for these purposes as including spouse, parents, grandparents, children, grandchildren, siblings, and each of their respective spouse) or households (whether legally related or not) of any of the above, are NOT eligible to enter or win this Contest. The Contest is void in U.S. territories, including Guam, Puerto Rico and where prohibited by law. Winning a prize is contingent upon fulfilling all requirements set forth herein. Mastercard is not responsible for the promotion, administration or execution of this Contest.

II. HOW THE CONTEST WORKS: The Contest will occur in two (2) phases as described below and includes an Entry Period (defined below) and a Virtual Business Pitch (defined below). At the end of the Entry Period, up to six (6) Finalists (defined below) will be identified, based on the judging procedure and criteria outlined below, to advance to the Virtual Business Pitch. At the end of the Virtual Business Pitch, the three (3) Finalists with the highest scores will be declared the Grand Prize winners and the remaining Finalists (up to three (3)) will be declared First Prize winners, as outlined below.

PHASE 1 - ENTRY PERIOD: The Entry Period begins on or about 12:00:00 AM Eastern Time ("ET") on 6/1/23 and all Entries must be received on or before 11:59:59 PM ET on 7/16/23 (the "Entry Period"). Sponsor's servers are the official Contest time clock for this Contest.

PHASE 2 – VIRTUAL BUSINESS PITCH: The virtual business pitch will take place between 9/5/23 and 9/15/23 as outlined below (the "Virtual Business Pitch").

III. HOW TO ENTER: Visit www.nycpride.org/pride-partners/community-grants/ (the "Website") during the Entry Period and follow the instructions provided to complete and submit the entry form. The submitted entry form, inclusive of all required business information, business-related questions and five (5) essay questions, will collectively be referred to as an "Entry" hereafter. Website's server must receive all Entries by 11:59:59 PM PT on 7/16/23. Limit one (1) Entry per person, per email address, for the duration of the Entry Period. If Entrant submits more than one (1) Entry, all Entries received after the first Entry will be void. Once the Entry is completed and

submitted, the Entry is final and may not be modified or edited. All Entries must meet the Entry Requirements set forth below. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor's sole and absolute discretion. All Entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. Entries generated by script, macro or other automated means and Entries by any means which subvert the Entry process are void. By registering, and clicking on the "Enter Contest" button, you certify that you acknowledge and are in compliance with these Official Rules, including, without limitation, all eligibility requirements. Sponsor reserves the right to disqualify any Entry that it determines, in its sole discretion, has violated any provision of these Official Rules as applicable, and its decision in this regard is final. Proof that you entered the Contest does not constitute evidence of receipt by Sponsor within the required deadline. All Entries and information become the property of the Sponsor and will not be acknowledged or returned. Assurance of delivery of Entries is the sole responsibility of the Entrant. In the event of a dispute as to the identity of any Entrant who submits an Entry, the Entry will be deemed submitted by the account holder of the email account from which it was sent but only if such person is otherwise eligible. The "account holder" is the person assigned an email address or username by the entity responsible for assigning it (*e.g.*, Yahoo). Winners may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor's satisfaction, the Entry will be deemed ineligible. Sponsor, Administrator and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid Entries.

Entry Requirements:

All Entries must meet the following criteria ("Entry Requirements"), as determined within Sponsor's final sole discretion:

- Entries that contain or otherwise infringe on any third-party names, trademarks, music, identities, copyrighted or patented material, and/or other material subject to third party rights are prohibited;
- Entries that include any reference to any patents and/or trade secrets of Sponsor or Released Parties and/or its competitors are prohibited;
- Entries that are obscene, offensive, contain any profanities, endorse any form of hate or hate group, or any language or images communicating messages inconsistent with the positive images to which Sponsor and/or Released Parties wishes to associate will be void;
- Entries cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- Entries cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;

- Entries cannot contain disparaging remarks, defame, misrepresent, invade the publicity, third party rights and/or the privacy rights of Sponsor, Released Parties, their products or any trademarks or other intellectual property they own, other products or companies, or any person, living or deceased;
- Entries cannot contain trademarks owned by others, or advertise or promote any brand or product of any kind, or contain any personal identifiable information, such as personal names, email addresses, etc.;
- Entries cannot communicate messages inconsistent with the positive images and/or goodwill to which Released Parties associate; and
- Entries cannot be in violation of any law, rule, statute, regulation, or ordinance.

Sponsor reserves the right to void and disqualify any Entry not satisfying these requirements, as determined within Sponsor's final sole discretion.

By submitting an Entry, you agree that: (i) the Entry does not violate any law, rule or regulation or any right of any third party, including those laws, rules, regulations, and rights related to copyrights, trademarks, publicity, or privacy, (ii) you have the right to grant the rights to the Entry as provided in these Official Rules, (iii) the Entry has not been published or submitted in any other competition; (iv) the Entry is your original work; (v) the Entry has not won previous awards; (vi) you have obtained permission from any person whose name or likeness is used in the Entry; and (vii) that publication of the Entry via various media, including, without limitation, social posting, will not infringe on the rights of any third party. You will indemnify, defend and hold harmless Released Parties from any claims to the contrary. Further, by submitting an Entry, you grant permission and a perpetual, non-exclusive, royalty-free, no-cost, worldwide, irrevocable right and license for Released Parties to publish, post, adapt, edit, display, exploit and/or modify or otherwise use the Entry and all images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, CDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to Entrants or any third party, except for the awarding of the prize(s) to the winners in this Contest. Entrants agree that during the Entry Period, they shall not make, and shall not permit, any other public use, display or distribution of their Entry, and they shall maintain all rights without encumbrances so that, if Sponsor desires, Entrants can assign all rights in and to their Entry if selected as a winner. Sponsor, and each of its successors, assigns and licensees, will have the right to make unlimited derivative works of Entries, to assign or transfer any or all of Sponsor's granted rights and to grant unlimited, multiple-level sublicenses. Without limiting the foregoing, Sponsor will have the right to use the Entries submitted as part of the

Contest, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants hereby forever waive and relinquish all "moral rights (droit moral)" now or hereafter recognized in connection with Entries submitted as part of the Contest. Entrants acknowledge that as a condition of participating in the Contest and/or being selected as a winner, Sponsor may request that the Entrant's Entry, and any rights therein, be assigned to Sponsor and Entrants may be required to confirm such assignment by completing and submitting the Prize Acceptance Documents (defined below) (and any other documents reasonably required by Sponsor) or such Entrant will otherwise be disqualified from receiving his/her prize(s). Entrants must maintain the ability to assign all such rights to Sponsor free of any limitations, restrictions or third-party obligations. Entrants agree that Sponsor shall have the sole discretion in determining the extent and manner of use of Entries and are not obligated to use any Entry. Entrants agree that Sponsor, nor its agents, shall be responsible for return or preservation of the Entries submitted.

Entrant further agrees that submission of an Entry is gratuitous and made without restriction and will not place Sponsor and/or Released Parties under any obligation and that Sponsor and Released Parties are free to discuss or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to Entrant. Each Entrant acknowledges that Entries are not being submitted in confidence or in trust to Sponsor and that no confidential or fiduciary relationship is intended or created. Each Entrant acknowledges that Sponsor and other Entrants may have created ideas and concepts contained in their Entries that may have familiarities or similarities to his/her own Entry, and that she will not be entitled to any compensation or right to negotiate with the Released Parties because of these familiarities or similarities. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate Entrants for their Entry and there is no obligation for any Released Party to pay or otherwise compensate Entrants for any of their ideas or materials in any communications with Sponsor, whatsoever. Entrant acknowledges that, by acceptance of their Entry, Released Parties do not waive any rights to use similar or related ideas previously known to Released Parties, or developed by its employees, or obtained from sources other than Entrant. Sponsor and/or Released Parties reserve the right to screen Entries, but may post Entries without editing or other prior review. Entrant acknowledges that Sponsor and/or Released Parties have no obligation to use or post any Entry that she submits. For all social media postings of Entries made by Sponsor and/or Released Parties, posting of such content is for entertainment purposes only and does not relate to winner selection. Entrant, by participating in the Contest, except where legally prohibited, grants the irrevocable permission for Sponsor and its designees to use his/her name, address (city and state), statements, social media handles, photograph, biographical information, voice and/or other likeness and prize information for advertising, trade and promotional purposes, without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity,

without notice or review or approval. Sponsor reserves the right to request from Entrant at any time proof that Entrant maintains all necessary rights in their Entry in order to grant Sponsor the rights required herein in a form acceptable to Sponsor. Failure to provide such proof may lead to, among other things, the Entrant being disqualified from the Contest.

No correspondence about Entries will be entered into, nor will Entries be acknowledged or returned. Incomplete Entries, Entries not responding to the theme, Entries that do not comply with the Entry Requirements, and/or Entries which may contain obscene, offensive, or any images or language communicating messages inconsistent with the positive images to which Sponsor and/or Released Parties wishes to associate will be void. Entries whose work includes the names, images, or likenesses of third parties or contains elements not owned by the participant (such as, but not limited to, depictions of persons, landmarks, trademarks or logos) must be able to provide legal releases for such use including Released Parties' use of such Entry, in a form satisfactory to Sponsor, upon request. Proof of Entry does not constitute Sponsor's proof of receipt. Entries that contain or otherwise infringe on any third-party names, trademarks, music, identities, copyrighted material, and/or other material subject to third party rights are prohibited. Subject to these Official Rules and except where otherwise prohibited by law, all winning Entries are deemed to be assigned to Sponsor and will not be returned. If required information is not included, Entry will be disqualified.

IV. FINALIST JUDGING PROCEDURE AND CRITERIA: All eligible Entries received during the Entry Period will be judged on the following criteria by Sponsor and its designees: 1) Viability and strength of business (0-30 points), 2) How the business intends to use the grant (0-30 points), and 3) Potential for business growth (0-40 points). The six (6) Entries with the highest scores, as determined by the judges, in their sole discretion, will be deemed potential Finalists and will advance to the Virtual Business Pitch, subject to verification of eligibility and compliance with these Official Rules (see "Finalist Notification" section below). Sponsor reserves the right to select fewer than six (6) Finalists if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

In the event of a tie, the tied Entries will be re-judged based on: Potential for growth (0-100 points). If there is still a tie, Sponsor will bring in a tie breaking judge to apply the same judging criteria to break the tie and determine the Finalists.

By participating, Entrants agree to abide by these Official Rules and the decisions of the Sponsor and judges, which are final and binding in all matters relating to this Contest.

V. FINALIST NOTIFICATION: Potential Finalists will be determined approximately three (3) weeks following the completion of the Entry Period and will be notified by Administrator by telephone and/or email. Potential Finalists will be required to execute and return an Affidavit of Eligibility, Liability and (where legal) Publicity Release (collectively, "Prize Acceptance Documents") and any other documents and third-party consents as may be required by Sponsor within five (5) business days of date of issuance of notification.

Finalists will be required to submit to a confidential criminal check to confirm eligibility & ensure that advancement to the Virtual Business Pitch by such person, or the use of any such person in advertising, promotion or publicity, will not pose a security threat or bring Released Parties into public disrepute, contempt, scandal, or ridicule, or reflect unfavorably on Released Parties as determined by Sponsor or the other Released Parties in their sole discretion, & in such event, may result in disqualification. Noncompliance with any of the foregoing, failure to respond within the designated timeframe, the inability to contact a potential Finalist within a reasonable time period, or any notification being returned as undeliverable may result in disqualification and, at Sponsor's discretion and time permitting, a runner-up being chosen. Finalist status is subject to verification of eligibility and compliance with these Official Rules. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's email account to receive email messages. Should a potential Finalist decide to decline his/her prize for any reason whatsoever or not respond to the prize notification by the applicable response deadline, Sponsor shall have no further obligation to that potential Finalist and an alternate Finalist may be selected based on the selection process above, if time permits.

VI. VIRTUAL BUSINESS PITCH: Upon verification of eligibility and compliance with these Official Rules, each Finalist will take part in a scheduled (and recorded) Virtual Business Pitch between 9/5/23 and 9/15/23. The interviewer(s) hosting the Virtual Business Pitch will be determined by Sponsor in its sole discretion, and the interviewer(s) will judge each Finalist individually based on the judging criteria as outlined above. The Virtual Business Pitch with each Finalist will be approximately the same length of time, and the questions asked of each will be the same.

Finalists are prohibited from inducing the interviewer(s) by fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements and/or using any websites or online forums designed to induce the interviewer(s) to judge their answers higher or differently than the other Finalists, as defined by Sponsor, in its sole discretion.

All Virtual Business Pitch details, including, without limitation, the time and duration of the session, will be determined by Sponsor in its sole discretion. Each Finalist will be required to attend the Virtual Business Pitch and make a professional appearance answering each of the questions presented by the interviewer(s) to the best of their ability and will be judged on their ability to answer the questions in a responsive and engaging manner. The Virtual Business Pitch will be recorded by Sponsor and may be distributed live by Sponsor, in its sole and absolute discretion and used for commercial and/or marketing purposes. All Finalists who participate in the Virtual Business Pitch irrevocably grant to Sponsor all footage rendered by them, and all ideas, content and materials provided by Finalists, in connection with the development, production and/or exploitation of print, graphic, audio and/or visual or other content, projects, productions, campaigns and/or programs. Without limiting the foregoing, Finalists further irrevocably give and grant to the Sponsor the right to adapt, change, edit, modify, add to, delete, combine with other materials, record, reproduce, distribute and otherwise exploit the same by any means now known or hereafter devised and irrevocably waive all so called "moral rights (droit moral) (where enforceable)". The Virtual Business Pitch may not include any matter or material that violates these Official Rules. Sponsor reserves the right (in its sole discretion) to immediately disqualify and remove any Finalist who does not comply with these Official Rules. Sponsor will provide any additional details to Finalist at the time of Finalist notification about specifically what will be expected of each Finalist at the Virtual Business Pitch and any additional rules and procedures that will be applicable to the competition that will take place at the Virtual Business Pitch. All decisions by interviewer(s) at the Virtual Business Pitch, including interpretation of these Official Rules and related documents, are within the sole and absolute discretion of Sponsor and are final.

VII. WINNER SELECTION: At the conclusion of the Virtual Business Pitch, the three (3) highest ranked Finalists with the highest number of votes from the interviewer(s) will be determined the Grand Prize winners, and the remaining three (3) Finalists will be determined First Prize winners. Prize winners are subject to verification of eligibility and compliance with these Official Rules. In the event of a tie during the Virtual Business Pitch, such tied Finalist Entries will be re-judged (by a separate panel of judges determined by Sponsor in its sole discretion) based on their potential for growth. If a tie still exists, from among the remaining pool of tied Entrants, Entrants with highest score in the level of impact the business is having on its customers, employees, and community and then in the viability and strength of business (if and as necessary to break tie), will be declared the applicable winner (collectively, "tiebreaker"). If there is still a tie, Sponsor will bring in a tie breaking judge to apply the same judging criteria to break the tie and determine the winner(s).

All interviewer vote counting will be conducted at the direction, and in the sole discretion, of the Sponsor. Neither Sponsor, nor anyone acting on its behalf, is required to enter into

communications with any Entrant regarding the Contest other than to notify the potential Finalists and/or Prize winners.

Prizes will be awarded to the principal owner of the small business, as submitted in the applicable Entry. If prize award is in conflict with small business policy or not feasible after Sponsor's good faith effort to obtain verifiable small business principal owner contact details, prize will be forfeited and, at Sponsor's discretion and time permitting, a runner-up may be selected. Neither Sponsor, nor anyone acting on its behalf, is required to enter into communications with any Entrant regarding the Contest other than to notify a potential Prize winner.

VIII. PRIZES: Three (3) Grand Prizes: Each Grand Prize winner will receive: (i) \$10,000 awarded in the form of a check, issued to the prize winner's registered name of business per the entry form, (ii) a thirty (30)-minute one-on-one virtual mentorship session with a Mastercard Small Business Mentor and (iii) enhanced access to Mastercard small business tools. Approximate retail value ("ARV") of each Grand Prize is \$10,000. **Three (3) First Prizes:** Each First Prize winner will receive the following: (i) one (1) \$100 Mastercard Prepaid® card, and (ii) enhanced access to Mastercard small business tools. ARV of each First Prize: \$100.

A description of the Mastercard small business tools is available online at <https://www.mastercard.us/en-us/business/overview/grow-your-business/digital-curriculum.html>. Mastercard Prepaid® Card restrictions apply: <http://prepaidcarddisclosure.com/US>. Any additional details, including but not limited to, the time, date and exact individual to conduct virtual mentorship to be determined by Sponsor in its sole discretion. Prize winners are required to comply with any and all applicable federal, state and local laws, and for any other fees or costs associated with the prize she receives. Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize(s) they receive, regardless of whether they, in whole or in part, are used. Grand Prize winners will be required to provide Sponsor with a valid social security number before the prize will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of each winner for the actual value of the prize received. The value of the prize awarded will be reported for tax purposes, as required by law. No transfer, assignment, or substitution of prize except by Sponsor, at its sole discretion, due to causes otherwise determined solely by Sponsor, and then for a prize of equal or greater value. Unclaimed prizes will be forfeited. Prizes, if legitimately claimed, will be awarded. **TOTAL ARV OF ALL PRIZES AWARDED IN THIS CONTEST: \$30,300.**

IX. ADDITIONAL TERMS: Except as provided herein, no transfer, assignment, cash redemption or substitution of prize(s) except by Sponsor, at their sole discretion, due to

prize unavailability or causes otherwise determined solely by Sponsor and/or Mastercard, and then for a prize of equal or greater value. By participating, Entrants agree: 1) to be bound by these Official Rules; 2) agree that Released Parties, and each of their respective agents, successors, assigns and other designees, shall have the right and permission (unless prohibited by law) to use Entrant's name, business name, photograph, city/state of residence, likeness, statements, biographical information, voice and/or prize information for any and all public relations, advertising, promotional purposes and/or any forms of media and by all manners (now and hereafter known), worldwide, including the Internet, in perpetuity, without notice, consent, review or approval or further compensation, except where prohibited by law; and (3) Released Parties shall have no liability and Entrant will defend, indemnify, release and hold harmless Sponsor and the other Released Parties from and against any liability, loss, injury or damage of any kind (including attorneys' fees) to any person or entity, including, without limitation, personal injury, death or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of: (i) Entrant's entry/participation in the Contest; (ii) any materials submitted in connection herewith; (iii) the acceptance, possession, use or misuse of a prize or participation in any activities associated with the Contest or any prize awarded in connection herewith; (iv) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize. Sponsor reserves the right, in its sole discretion, to void any and all Entries of an Entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this Contest and to modify, suspend, and/or terminate this Contest (or portion thereof) should virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Contest and, in the case of termination, at its discretion award the prizes in accordance with same judging criteria set forth above (with or without the Panel scores, as determined by Released Parties in its sole discretion) from among all non-suspect Entries received prior to suspect event requiring such modification, termination, or suspension. In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state, or local law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest or prize. Sponsor additionally reserves the right, in their sole and absolute discretion: (a) to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the

administration, integrity, operation, security or proper play of the Contest; or (b) to disqualify any Entrant found to be, or suspected of: (i) tampering with the Entry process or the operation of the Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner. Released Parties make no warranty, guaranty or representation of any kind concerning any prize (or any portion thereof), and disclaim any implied warranty. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

X. PRIVACY AND OPT-IN: Your participation by your Entry constitutes your consent to participate in this Contest and consent for Released Parties to obtain, use, and share your Entry, name, business name, address, email and other details (collectively, "Contest Data") for Contest administration purposes. For information regarding Sponsor's privacy practices, please visit <https://www.nycpride.org/privacy-policy-terms-and-conditions>.

XI. ENTRY ERRORS/TAMPERING: Released Parties are not responsible for late, lost, stolen, illegible, incomplete, misdirected, delayed, garbled, damaged, inaccurate or undelivered emails, Entries, theft, destruction or unauthorized access to, or alteration of Contest Data, defect/delay in transmission or communication, including, but not limited to, recording failures, or for telephonic, human or computer failures, problems or errors, interruptions in service leveraged to create an Entry, whether due to system upgrades, repairs, modifications or other causes, defect or delay in transmission, connections, satellite, network, cable, Internet Service Provider (ISP), phones, phone lines or telephone systems, recording/filming systems, electronic equipment, computer hardware or software failures, inaccurate Entry information, traffic congestion on the internet, technical or mechanical malfunctions, or other malfunctions, errors or delays, whether caused by equipment, programming, human error, acts of God or otherwise relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of Entries, Contest Data processing, the tabulation of judging points, the announcement of the prizes and winners, the

cancellation or postponement of the Contest, for any injury or damage to participant's or any other person's computer or other device relating to or resulting from participation in this Contest, or for printing, typographical, human or other errors appearing in these Official Rules, in any Contest advertisements or other materials. Use of any device to automate or subvert Entry is prohibited and any Entries received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated Entries are permitted and any Entries received by such means will be void. Any Entrant determined to be involved in such prohibited activity will not be eligible to receive a prize in this Contest.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DAMAGE ANY WEBSITE OR OTHERWISE CORRUPT THE CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

The Sponsor reserves the right to void all entries made through any robotic, automatic, mechanical, programmed or similar entry duplication method and to disqualify any individual using such a method. Any Entrant determined to be involved in such prohibited activity will not be eligible to receive a prize in this Contest.

XII. DISPUTE RESOLUTION: Except where prohibited, each Entrant agrees that this Contest shall be governed by and construed in accordance with, the laws of the state of New York without giving effect to its or any other state's choice of law or conflict of law statutes, regulations or rules. Entrants agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with the Contest shall be resolved, upon the election by either the Entrant, Sponsor and/or its affiliates (each a "Party") by arbitration conducted by telephone, online and/or be solely based on written submissions without any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, pursuant to this provision and the code of procedures of either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the Participant. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER PARTICIPANT OR SPONSOR NOR WEBSITE HOST WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT PARTICIPANT WOULD HAVE IF PARTICIPANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. Unless the Entrant and Sponsor mutually agree otherwise, the arbitrator may not

consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitrator's authority to resolve Claims is limited to Claims between the Sponsor and/or its affiliates and Entrant, alone and the arbitrator's authority to make awards is limited to awards to the Sponsor and/or its affiliates and the participant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Official Rules and without waiving either party's right to appeal such decision, should any portion of this paragraph be deemed invalid or unenforceable, then the entirety of this arbitration provision (other than this sentence and the paragraph below) shall be null and void.

If arbitration is not used to resolve a claim, ENTRANT AGREES THAT THERE WILL NOT BE A JURY TRIAL. ENTRANT AND SPONSOR EACH UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CONTEST IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

XIII. WINNERS LIST: For a list of winners, send a self-addressed, stamped envelope to be received by 11/30/23 to: Heritage of Pride Small Business Grant Contest Winners, c/o Heritage of Pride, Inc., 154 Christopher Street, Suite 1D, New York, NY 10014.

XIV. SPONSOR: Heritage of Pride, Inc., 154 Christopher Street, Suite 1D, New York, NY 10014.

XV. ADMINISTRATOR: teamDigital Promotions, 6 Berkshire Blvd, Bethel, CT 06801.