

**Women Impacting Public Policy's
Small Business Saturday® Coalition Member Program
Terms of Participation**

Last Modified: 7/5/2018

The Shop Small® Movement is a movement dedicated to supporting and celebrating small businesses and the neighborhoods in which they are located. Small Business Saturday is a national movement created by American Express Travel Related Services Company, Inc. ("American Express," "we" or "us") to support small businesses. Women Impacting Public Policy ("WIPP," "we" or "us"), acting as an independent supporter of Small Business Saturday 2017, is inviting organizations to apply to become "Coalition Members" of Small Business Saturday 2018 to help promote and spread the word about Small Business Saturday in the United States and/or the U.S. territories. By applying to the Coalition (the "Program"), you are agreeing to be bound by the terms and conditions contained in these Small Business Saturday Coalition Supporter Terms of Participation (the "Coalition Supporter Terms"). You are also agreeing that the decisions of WIPP with respect to the interpretation and application of these Coalition Supporter Terms, including decisions about the approval of your application to become a Coalition Supporter, will be final and binding and made by WIPP in its sole discretion. WIPP reserves the right to modify these Coalition Supporter Terms at any time. We will indicate that changes have been made by updating the "Last Modified" date above and posting updated Coalition Supporter Terms at <http://wipp.force.com/SmallBusinessSaturday>. Your continued participation in the Program after the Coalition Supporter Terms have been modified constitutes your agreement to the modified Coalition Supporter Terms.

APPLICATION PROCESS

To become a Coalition Member, you must fill out and submit the application form located at <http://wipp.force.com/SmallBusinessSaturday>. Once we receive your completed application, we will review it and notify you by email whether you are eligible to participate as a Coalition Member.

Organizations that are non-profit organizations and associations including trade, advocacy, or other organizations, are eligible to become Coalition Members. Applications that describe promotional plans or include statements or other content that is deemed by WIPP to be unlawful, discriminatory, defamatory, disparaging, profane, offensive, infringing on the rights of any person or entity, or otherwise inappropriate or inconsistent with the values of WIPP, American Express or American Express' Small Business Saturday or Shop Small® Movement will not be approved. The Shop Small Movement is a movement dedicated to supporting and celebrating small businesses and the neighborhoods in which they are located.

You acknowledge and agree that you are solely responsible for your actions in connection with the Program. You further agree that you are solely liable and responsible for the cost of any promotional efforts and other activities that you may undertake and for obtaining any necessary permits or permissions in connection with such activities.

COALITION MARKETING MATERIALS

As part of the Program, we will send Coalition Supporters marketing assets, such as badges, printable signage, and sample emails and social posts, to be used by you to help promote Small Business Saturday and/or the Shop Small Movement.

You agree that you are solely liable and responsible for the cost of any events, activities and other promotional efforts that you may undertake in connection with the Program, Small Business Saturday or the Shop Small Movement, and for obtaining any necessary permits or permissions in connection with such efforts.

THE DIGITAL BANNERS, PRINTABLE SIGNAGE, SAMPLE EMAILS AND SOCIAL POSTS, BLOG CONTENT, PRESS RELEASE TEMPLATES AND OTHER MATERIALS AND ASSETS THAT MAY BE PROVIDED OR MADE AVAILABLE BY OR ON BEHALF OF WIPP IN CONNECTION WITH THE PROGRAM (THE “COALITION MARKETING MATERIALS”) CONTAIN IDEAS, DESIGNS, GRAPHICS, TRADEMARKS, TRADE NAMES, LOGOS, HASHTAGS AND OTHER PROPRIETARY MATERIALS THAT ARE THE INTELLECTUAL PROPERTY OF AMERICAN EXPRESS. BY AGREEING TO THESE COALITION SUPPORTER TERMS, YOU ACKNOWLEDGE AND AGREE THAT AMERICAN EXPRESS IS GRANTING YOU A LIMITED RIGHT TO USE THE COALITION SUPPORTER MARKETING MATERIALS AS SET FORTH HEREIN AND IN THE COALITION SUPPORTER MARKETING MATERIALS.

Except with respect to materials where certain alterations are specifically intended by American Express (such as sample emails, social postings, press release templates and customizable posters), Coalition Marketing Materials may not be modified in any way. For the avoidance of doubt, to the extent that any alterations or modifications are made to any of the Coalition Marketing Materials, those modifications may not include any statement, opinion, information or other content, or be incorporated into any web page, sign, banner or other marketing material that contains content, that:

- is fictitious, false, inaccurate or misleading;
- contains pricing information;
- promotes any contest or sweepstakes in connection with Small Business Saturday or the Shop Small Movement;
- is defamatory or disparaging of any person or entity;
- contains any profanity or is otherwise obscene, pornographic or offensive;
- contains product claims (including, superlatives like “best,” “first,” “fastest” and “cheapest”);
- promotes any illegal or unlawful product or service or suggests, encourages or promotes the violation of any laws, rules or regulations;
- infringes the rights of any person or entity, including rights of privacy, publicity or intellectual property;
- promotes or advocates for any sensitive or controversial topic; or
- is otherwise inconsistent with the values of WIPP, American Express, Small Business Saturday or the Shop Small Movement.

WE MAY TERMINATE YOUR RIGHT TO USE THE COALITION MARKETING MATERIALS IF YOU (I) ALTER OR MODIFY THEM IN ANY WAY IN VIOLATION OF THESE CORPORATE SUPPORTER TERMS, (II) USE THEM INAPPROPRIATELY, IN A MANNER INCONSISTENT WITH THE VALUES OF AMERICAN EXPRESS, SMALL BUSINESS SATURDAY OR THE SHOP SMALL MOVEMENT, OR CONTRARY TO OUR EXPRESS DIRECTION, OR (III) YOU OTHERWISE BREACH THESE CORPORATE SUPPORTER TERMS.

YOU ACKNOWLEDGE AND AGREE THAT ANY IDEAS, TIPS, SUGGESTIONS, OPINIONS, INFORMATION OR ADVICE CONTAINED IN THE COALITION MARKETING MATERIALS OR OTHERWISE PROVIDED IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM ARE FOR INFORMATIONAL PURPOSES ONLY, AND SHOULD NOT BE RELIED UPON TO REPLACE THE ADVICE OF YOUR OWN PROFESSIONAL LEGAL, TAX AND FINANCIAL ADVISORS.

DISCLAIMER OF WARRANTY WIPP, AS AN INDEPENDENT SUPPORTER OF SMALL BUSINESS SATURDAY AND AMERICAN EXPRESS ARE PROVIDING THE PROGRAM AND THE COALITION MARKETING MATERIALS ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, ACCURACY AND TIMELINESS, TO THE FULLEST EXTENT PERMITTED BY LAW.

REJECTION, TERMINATION & OTHER REMEDIES OF WIPP

Notwithstanding anything to the contrary in these Corporate Supporter Terms or elsewhere, WIPP reserves the right to reject your application or terminate your participation in the Program at any time and for any reason, including, without limitation, if we determine, in our sole discretion, that you are not in compliance with and/or have violated these Corporate Supporter Program Terms.

Termination of your participation in the Program will automatically terminate your right to use the Coalition Marketing Materials and any other tools, tips or resources made available in connection with Small Business Saturday and/or the Shop Small Movement.

IN ADDITION, ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM OR THE SHOPSMALL.COM WEBSITE MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, WIPP AND/OR AMERICAN EXPRESS RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL OR ENTITY TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

MODIFICATION & CANCELLATION OF THE PROGRAM

WIPP and/or American Express reserves the right to modify or cancel the Program at any time at its discretion without prior notice or liability to you.

NAME & TRADEMARK LICENSE

By applying to become a Coalition Member, you are granting WIPP and American Express the right and license to include (i) your name and/or logo (your “Name”), (ii) a link to your social media handle(s) and/or the URL of your official website and/or branded web page(s) , (iii) your statements, social media posts and other descriptions about your plan, your organization, Small Business Saturday and/or the Shop Small Movement (your “Statements”), and (iv) statements, quotes, descriptions, photos, drawings, screenshots, clippings and other images and depictions of your organization and/or the events and activities that you plan or organize for Small Business Saturday or the Shop Small Movement (the “Depictions”) on ShopSmall.com, Facebook.com/ShopSmall and other web pages or social media accounts dedicated to, or otherwise promoting, Small Business Saturday and/or the Shop Small Movement, and in other advertising, marketing and promotional materials relating to Small Business Saturday and/or the Shop Small Movement (including the right to re-tweet, share or re-post any social media posts that you publish), in perpetuity, in any and all media, including as such materials may be displayed, performed or distributed by WIPP, American Express, agents of American Express or supporters of Small Business Saturday and/or the Shop Small Movement, without any compensation or other obligation to you. You further grant WIPP and American Express the right and license to use, publish and incorporate any and all feedback, ideas, comments,

suggestions and concepts shared or contributed by you relating to Small Business Saturday and/or the Shop Small Movement (your “Feedback”) in perpetuity for any purpose without any compensation or other obligation to you. WIPP and American Express have the right to correct any errors they believe exist in your Name, social media handle(s) and/or URL as entered in the application and to modify, edit, shorten, alter, and combine with other material your Statements, the Depictions and/or your Feedback as long as the essence of the Statement, Depiction or Feedback is maintained. You acknowledge that American Express has no obligation to exercise any of the foregoing rights.

You further acknowledge that WIPP and/or American Express may have developed or may develop ideas and concepts similar or identical to the ideas and concepts that you develop for Small Business Saturday or the Shop Small Movement. Nothing shall restrict the right of WIPP and/or American Express to create, protect (whether by patent, trademark, copyright, trade secret or other means), procure or market any programs, products or services whether relating to Small Business Saturday, the Shop Small Movement or otherwise, and you agree not to challenge or make claims against or to such American Express programs, products or services.

You agree that the rights granted by you in these Coalition Member Terms do not conflict with any commitment on your or your organization’s part. You agree that your Statements and Feedback will (i) reflect your honest opinions, beliefs, and experiences; and (ii) not include representations that are untrue, misleading, unsubstantiated or deceptive. You agree to immediately inform WIPP of any material changes in beliefs, findings or opinions that you have expressed publicly and/or to American Express or WIPP.

REPRESENTATIONS & WARRANTIES

You represent and warrant that the information contained in your application is complete, accurate and up- to-date, and that, as a Coalition Member, you will not undertake any activity or conduct yourself in a manner that (i) will violate any applicable laws, rules or regulations, including the CAN-SPAM Act and the Federal Trade Commission's rules and guides with respect to endorsements and testimonials, (ii) is discriminatory, defamatory, disparaging, or will otherwise infringe the rights of any person or entity, including rights of privacy, publicity or intellectual property, (iii) breaches the policies or terms of use of any website (including, for example, any website on which you post content and/or participate in discussions in connection with your participation in the Program), or (iv) is profane or offensive, inappropriate or otherwise inconsistent with the values of WIPP, American Express, Small Business Saturday or the Shop Small Movement.

GENERAL RELEASE/LIMITATION OF LIABILITY

You hereby agree to release, discharge, indemnify and hold harmless WIPP, American Express, and their respective parents, affiliates, direct and indirect subsidiaries, licensees and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or to real, tangible or intangible property resulting, in whole or in part, directly or indirectly, from your participation in the Program.

You acknowledge and agree that the Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled applications; 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 errors or difficulties that may occur in connection with the administration of the Program, the processing or reviewing of applications or with any Program related materials. You further acknowledge and agree that the Released Parties are not responsible for any loss, injury or damage to property related to or resulting from participating in this Program or downloading materials from or use of any website in connection with the Program, Small Business Saturday or the Shop Small Movement.

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR FOR ANY LOST PROFITS OR REVENUES, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

GOVERNING LAW

Any and all disputes, claims or actions arising out of or relating to these Coalition Member Terms, the Program or your participation therein, including the enforcement and interpretation of these Coalition Member Terms ("Disputes"), shall be governed by the substantive laws of the state of New York without regard to conflict of law principles, and shall be brought solely within the state of New York and county of New York.

DISPUTES

You agree that any Dispute shall be, upon the election of either you or us, submitted for binding arbitration, which shall take place in the State of New York, New York County pursuant to the rules of the American Arbitration Association ("AAA"). Disputes shall be arbitrated on an individual basis. There shall be no right or authority for any Disputes to be arbitrated on a class action basis or in a purported representative capacity on behalf of the general public or other persons or entities similarly situated. No arbitration award or decision on any Disputes shall be given preclusive effect as to issues or claims in any dispute with anyone who is not a party to the arbitration. You and we will be responsible for paying your and our respective shares of the arbitration fees (including filing, administrative, hearing and/or other fees) as provided by AAA rules. The provisions of this paragraph may be enforced in a court of competent jurisdiction.

THIRD PARTY BENEFICIARIES

Except as otherwise expressly set forth herein, these Coalition Member Terms are for the sole benefit of you and us and your and our respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give any person other than you and us any legal or equitable rights hereunder.

ASSIGNMENT

You may not assign any of your rights or delegate any of your obligations under these Coalition Member Terms without the prior written consent of WIPP. Any purported assignment or delegation in breach of this provision will be null and void.

ENTIRE AGREEMENT

These Coalition Member Terms constitute the entire agreement between the parties and supersede all previous discussions, agreements, promises, proposals, representations and understandings pertaining to the subject matter hereof.

ONLINE PRIVACY STATEMENT

Any information that you provide to WIPP in connection with the Program will be governed by the WIPP Privacy Policy/Disclaimer available at http://www.wipp.org/?page=Privacy_Policy_Discl.