

## **Neighborhood Champion Program for Small Business Saturday® and the Shop Small® Movement Terms of Participation**

Last Modified: 8/23/19

American Express Travel Related Services Company, Inc. (“American Express,” “we” or “us”) is inviting business associations, chambers of commerce and other community organizations to apply to become a Neighborhood Champion to organize events and activities to rally their neighborhoods for Small Business Saturday 2019 and to potentially be presented with other opportunities throughout the year to support the Shop Small® Movement, a movement dedicated to supporting and celebrating small businesses. Eligible individuals and entities that become “Neighborhood Champions” will receive certain tools and resources to assist them with their rallying efforts. Neighborhood Champions are expected to conduct themselves and their events in a manner consistent with the values of Small Business Saturday and the Shop Small Movement.

By submitting to the Neighborhood Champion Program (the “Program”), you are agreeing to be bound by the terms and conditions contained in these Small Business Saturday Neighborhood Champion Program Terms of Participation (the “Neighborhood Champion Program Terms”). You are also agreeing that the decisions of American Express with respect to the interpretation and application of these Neighborhood Champion Program Terms – including decisions about your eligibility to become a Neighborhood Champion – will be final and binding and made by American Express in its sole discretion. American Express reserves the right to modify these Neighborhood Champion Program Terms at any time. We will indicate that changes have been made by updating the “Last Modified” date above and posting updated Neighborhood Champion Program Terms at <https://www.americanexpress.com/us/small-business/shop-small/pdf/ncterm.pdf>. Your continued participation in the Program after the Neighborhood Champion Program Terms have been modified constitutes your agreement to the modified Neighborhood Champion Program Terms.

### **SUBMISSION PROCESS**

In order to become a Neighborhood Champion, eligible organization participants must submit a completed online submission form at [www.ShopSmall.com/Rally](http://www.ShopSmall.com/Rally) while American Express is still accepting submissions, which must include (i) certain information about themselves and the organization they are part of, (ii) details of their plan to organize events and activities for Small Business Saturday 2019 (including on Small Business Saturday 2019), (iii) details on how they will get small businesses in their community to participate, and (iv) details on how they will encourage people in their community to attend their event. The eligibility criteria and plan criteria are set forth below. After we receive your completed submission, we and/or our designees will review it and notify you by email whether your submission has been approved.

Eligibility Criteria: In order to be eligible to become a Neighborhood Champion, you must be:

- a state or local chamber of commerce, community organization or other person or entity who is an official community organizer,
- located in the United States or the U.S. territories (together, the “Program Territory”),
- if an individual, eighteen (18) years old or older at the time of submitting your completed online submission form, and
- willing to commit to organizing events or activities at a physical location within the Program Territory to rally your neighborhood for Small Business Saturday (including on Small Business Saturday 2019).

By submitting to become a Neighborhood Champion, you represent and warrant that you meet the foregoing eligibility criteria. You may not be eligible to become a Neighborhood Champion if you are a small business owner, government agency, public administration organization, charity, religious organization, gas station, business located on the same premises as a gas station, non-profit, trade association, shopping property management company, direct seller, travel agent or political organization or if you manufacture, promote or sell pornography, sexual aids, gambling, liquor, firearms or other weapons, or any sensitive or controversial topics with respect to current events or otherwise participate in activities that we determine to be inconsistent with the values of American Express, Small Business Saturday or the Shop Small Movement.

Limitation: Organizations, such as a state or local chamber of commerce, can submit up to two (2) applications.

Submission Criteria: Your plan to rally your community for Small Business Saturday 2019 must include a description of the event(s) and/or activity(ies) that you will organize to engage local businesses and/or your community on Small Business Saturday 2019. There is no limit on the number of events and/or activities you can organize leading up to Small Business Saturday 2019 and you do not need to have all such events or activities planned at the time you make your submission; however, in order for your submission to be considered, you must include a description of the event or activity you plan to conduct on Small Business Saturday 2019 and any details regarding your event. Plans included as part of your initial submission and/or organized following acceptance to the Program that include proposed events/activities or examples of past activities that are deemed by American Express to be unlawful, discriminatory, defamatory, infringing on the rights of any person or entity, or otherwise inappropriate or inconsistent with the values of American Express or the Shop Small Movement will be disqualified from consideration. You agree that you are solely liable and responsible for any events, activities and other promotional efforts that you may undertake in connection with the Program, Small Business Saturday or the Shop Small Movement, including for any costs related thereto and for obtaining any necessary permits or permissions in connection with such efforts.

### **COUNTDOWN EMAILS & EVENT KITS**

As part of the Program, we will send Neighborhood Champions periodic emails containing tips and downloadable resources (the "Countdown Emails"), and a Small Business Saturday event kit containing items applicable for your organization and/or event or activity to help you organize events and activities (the "Event Kit"), while supplies last. Please note that Event Kits are subject to availability, the items provided in any Neighborhood Champion's Event kit may vary based on your organization and will be provided only while supplies last. Event kits will not be shipped to P.O. Boxes or APOs.

If and when you post on social media about your (i) role as a Neighborhood Champion, (ii) your event, or (iii) Small Business Saturday® or the Shop Small Movement (collectively, "SBS Topics"), you agree to include the following hashtag in each such post: #AmexSBSChampion. In the event you make any other public statements about SBS Topics, you agree to clearly and conspicuously disclose that you have been invited by American Express to act as a Neighborhood Champion for Small Business Saturday® 2019.

THE COUNTDOWN EMAILS, EVENT KITS AND OTHER INFORMATION, RESOURCES AND MATERIALS THAT MAY BE PROVIDED OR MADE AVAILABLE BY OR ON BEHALF OF AMERICAN EXPRESS IN CONNECTION WITH THE PROGRAM (THE "NEIGHBORHOOD CHAMPION RESOURCES"), 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 NEIGHBORHOOD CHAMPION PROGRAM TERMS, YOU ACKNOWLEDGE AND AGREE THAT AMERICAN EXPRESS IS GRANTING YOU A LIMITED RIGHT TO USE THE NEIGHBORHOOD CHAMPION RESOURCES AS SET FORTH HEREIN AND IN THE NEIGHBORHOOD CHAMPION RESOURCES.

Except with respect to materials where certain alterations are specifically intended by American Express (such as, sample emails, social postings and press release templates), Neighborhood Champion Resources may not be modified in any way, except as expressly directed or authorized by American Express in writing. To the extent that any alterations or modifications are made to any of the Neighborhood Champion Resources, those modifications (and any materials used in connection with Neighborhood Champion Program) 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;
- promotes sweepstakes (this means any giveaway or promotion in which random chance, rather than skill, determines who wins or gets a prize);
- is defamatory or disparaging of any person or entity;
- contains any profanity or is otherwise obscene, pornographic or offensive;
- 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 Small Business Saturday or the Shop Small Movement.

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

YOU ACKNOWLEDGE AND AGREE THAT ANY IDEAS, TIPS, SUGGESTIONS, OPINIONS, INFORMATION OR ADVICE CONTAINED IN THE NEIGHBORHOOD CHAMPION RESOURCES 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.

EVENT KITS ARE LIMITED TO ONE PER PARTICIPANT AND ARE AVAILABLE ONLY WHILE SUPPLIES LAST. THE CONTENTS OF EACH EVENT KIT MAY VARY. AMERICAN EXPRESS MAKES NO GUARANTEES WITH RESPECT TO THE MINIMUM NUMBER OF ITEMS THAT ANY EVENT KIT WILL CONTAIN OR THE DATES BY WHICH EVENT KITS WILL BE DISTRIBUTED.

ITEMS CONTAINED IN THE EVENT KIT ARE PROVIDED TO HELP YOU SET UP FOR

EVENTS OR ACTIVITIES THAT YOU COORDINATE FOR SMALL BUSINESS SATURDAY, OR TO BE DISTRIBUTED EITHER TO SMALL BUSINESS OWNERS IN YOUR NEIGHBORHOOD OR CONSUMERS WHO PARTICIPATE IN THOSE EVENTS OR ACTIVITIES. THEY ARE NOT FOR THE PERSONAL USE OF NEIGHBORHOOD CHAMPIONS OR THE EMPLOYEES OF NEIGHBORHOOD CHAMPIONS (AS APPLICABLE) AND ARE NOT FOR RESALE.

DISCLAIMER OF WARRANTY: AMERICAN EXPRESS IS PROVIDING THE PROGRAM, THE COUNTDOWN EMAILS, THE EVENT KIT AND ANY AND ALL TOOLS AND RESOURCES CONTAINED THEREIN 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. AMERICAN EXPRESS IS NOT RESPONSIBLE FOR REPLACING OR SUBSTITUTING ANY ITEMS THAT ARE DAMAGED OR DEFECTIVE.

### **REJECTION, TERMINATION & OTHER REMEDIES OF AMERICAN EXPRESS**

The Neighborhood Champion Resources are provided subject to a limited license in order to assist you in your efforts to organize events and activities to rally your neighborhood in connection with Small Business Saturday and to support the Shop Small Movement. Notwithstanding anything to the contrary in these Neighborhood Champion Program Terms or elsewhere, American Express and/or its designees reserve the right to reject your submission or terminate your participation in the Program at any time and for any reason, including, without limitation, if we/they determine, in our/their sole discretion, that you are not in compliance with and/or have violated these Neighborhood Champion Program Terms.

Termination of your participation in the Program will automatically terminate your right to use the Neighborhood Champion Resources and any other tools, tips, resources, logos and other materials made available in connection with Small Business Saturday or the Shop Small Movement.

IN ADDITION, ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, 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**

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 submitting to become a Neighborhood Champion, you are granting American Express the right and license to include (i) your name (if you are participating as an individual) or the name and/or logo of your organization (if applicable) (your "Name"), (ii) a link to your or your organization's social media handle(s) and/or the URL of your organization's official website and/or branded web page(s), (iii) your statements, social media posts and other descriptions about your plan, your organization (if applicable), Small Business Saturday and/or the Shop Small Movement (your "Statements"), and (i) statements, quotes, descriptions, photos, drawings, screenshots, clippings and other images and depictions of your organization (if applicable) 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 or addressing, Small Business Saturday or the Shop Small Movement, and in other advertising, marketing and promotional materials relating to or otherwise addressing 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 or your organization publishes), in perpetuity, in any and all media, including as such materials may be displayed, performed or distributed by 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 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. American Express has the right 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 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 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 Neighborhood Champion Program 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 American Express of any material changes in beliefs, findings or opinions that you have expressed publicly and/or to American Express.

## **REPRESENTATIONS & WARRANTIES**

You represent and warrant that you have the right to enter into this agreement on behalf of your organization and that the information contained in your submission is complete, accurate and up-to-date, and that, as a Neighborhood Champion, you will not organize or host any event or activity, or conduct yourself in a manner, that (i) will violate any applicable laws, rules or regulations, (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 Small Business Saturday or the Shop Small Movement.

## **GENERAL RELEASE/LIMITATION OF LIABILITY**

You hereby agree to release, discharge, indemnify and hold harmless American Express, its parent, affiliates, direct and indirect subsidiaries, licensees and their respective officers, directors, employees, agents and representatives (collectively, “Released Parties”) from any and all losses, injuries, damages and liability 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

undelivered, late, incomplete or inaccurate submissions, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, or failed 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. 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 the down load of any materials 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 Neighborhood Champion Program Terms, the Program or your participation in the Program, including the enforcement and interpretation of these Neighborhood Champion Program 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 Neighborhood Champion Program 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.

### **TERM**

The term of these Neighborhood Champion Program Terms shall begin on the date you submit your completed online submission form and shall continue until the submission process for 2020 opens. For the avoidance of doubt, if you wish to participate in the 2020 Small Business Saturday Neighborhood Champion Program (should it be offered), you will be required to complete a submission for consideration for 2020.

### **ASSIGNMENT**

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

**ONLINE PRIVACY STATEMENT**

Any information that you provide to American Express in your submission or otherwise in connection with the Program will be governed by the American Express Online Privacy Statement available at <https://www.americanexpress.com/us/legal-disclosures/online-privacy-statement.html>.