

Absolut Ally Initiative Grant Program Terms and Conditions

No purchase is necessary to participate. The Absolut Ally Initiative Grant Program (the "Program") starts at 12:01 a.m. Eastern Time ("ET") on June 13, 2023 and ends at 11:59 p.m. ET on July 31, 2023 ("Program Period").

ELIGIBILITY: Program is open to LGBTQ+ community organizations with an active CenterLink membership as of June 13, 2023 that are operating within the fifty (50) United States, the District of Columbia, or Puerto Rico and that have 501(c)(3) organization status in good-standing at the time of application and through the award of the Grant. Employees of Pernod Ricard USA ("Sponsor"), Centerlink ("Administrator"), Weber Shandwick, and their respective parents, subsidiaries, affiliates, promotion and advertising 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 apply. Void where prohibited by law. Program is subject to all applicable federal, state and local laws. Eligible applicants will be required to furnish proof of organization's W9 form or equivalent tax identification document. Rights and obligations of Sponsor, as set forth herein, may be carried out or secured by Sponsor itself or by Administrator on Sponsor's behalf.

HOW TO APPLY: During the Program Period, visit <https://www.lgbtqcenters.org/Centerlink/AbsolutAlly> (the "Website") and follow the instructions to complete the grant application form provided (each, an "Application"). Applicants will be asked to provide the following as part of their Application:

- An overview of the organization, including its mission statement and brief history
- Description of the impact of the organization's work on the LGBTQ+ community
- Demonstration of financial need and intended grant utilization for capacity-building
- A copy of organization's W9 form or equivalent tax identification document

All Applications must be received by July 31, 2023 at 11:59 p.m. ET to be considered. Applications generated by script, macro or other automated means are void. Limit of one (1) Application per organization using only one (1) email address throughout the Program Period. Applications received from any organization or email address in excess of the limitation will be void. Applications become the property of Sponsor and will not be returned.

REQUIREMENTS OF APPLICATIONS: Application may not contain, as determined by the Administrator, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Applications;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission (excluding trademarks, logos or trade dress pertaining to Sponsor; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;

- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

All Applications must be the original creations of the applicants, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Application contains any material or elements that are not owned by the applicant, and/or which are subject to the rights of third parties, the applicant is responsible for obtaining, prior to submission of the Application, any and all releases and consents necessary to permit the use and exhibition of the Application by Sponsor, Administrator and those authorized by either of them in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Application. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any applicant at any time. Failure to provide such proof may, if requested, render Application null and void. By submitting an Application, applicant warrants and represents that they and any persons appearing or who are identifiable in the Application consent to the submission and use of the Application in the Program and to its use as otherwise set forth herein.

By submitting an Application, applicant acknowledges and agrees that Sponsor may obtain many Applications in connection with this Program and/or other programs staged and/or promoted by the Sponsor, and that such Applications may be similar or identical in theme, idea, format or other respects to other Applications submitted in connection with this Program and/or other programs sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Applicant waives any and all claims applicant may have had, may have, and/or may have in the future, that any Application and/or other works accepted, reviewed and/or used by the applicant may be similar to their Application, or that any compensation is due to applicant in connection with such Application or other works used by Sponsor.

By submitting an Application, applicant hereby grants permission for the Application to be posted on <https://www.lgbtqcenters.org/>, <https://www.absolut.com/en-us/> or other websites or social media pages without compensation, and with or without credit to the applicant. Applicant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Applications by third parties. Applicants agree that during the Program Period they will not use the Application for any other purpose outside the scope of this Grant Program, including, without limitation, posting the Application to any online social networks (other than as posted for entry), without the express consent of Sponsor in each instance.

APPLICATION REVIEW: All eligible Applications received by Sponsor will be reviewed by a panel of qualified judges based on the following criteria:

- Merit (25%);
- Potential impact of applicant (25%);
- Financial need of applicant (25%); and
- Alignment with CenterLink and Absolut's commitment to supporting safe spaces for the LGBTQ+ community (25%).

Between fifteen and twenty-five financial grants (each a "Grant") are available to be awarded, provided a sufficient number of qualified Applications are received. The Grants will be awarded to the Applications that receive the highest scores, upon verification of eligibility and compliance with these Terms and Conditions. Each Grant recipient will be awarded between \$7,500 and \$12,500, as determined in Sponsor's sole discretion. Sponsor reserves the right to not award the advertised number of Grants if, in its sole discretion, an insufficient number of eligible and qualified Applications are received.

RECIPIENT NOTIFICATION: Judges' and Sponsor's decisions are final and binding on all matters relating to this Program. Potential Grant recipients will be notified by email on or about August 31, 2023 ("Grant Notification"). Potential Grant recipients will be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, which must be returned within five (5) days of date appearing on Grant Notification. Return of Grant or Grant Notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact a potential Grant recipient within a reasonable time period, Sponsor's determination that a potential Grant recipient is ineligible, or noncompliance with these Official Rules by the potential Grant recipient or its representatives will result in disqualification and, at Sponsor's sole discretion, the applicable Grant may be awarded to a runner-up.

GRANTS: Each Grant will be awarded in the form of a check or electronic check, with the understanding that the funds will be allocated by recipients toward the funding of capacity-building programs that primarily benefit adults within the LGBTQ+ community twenty-one (21) years of age and older and understand that if awarded via check, there is ultimately no way to require a recipient to use the funds for a specific purpose. Total Grant is based on each Grant recipient's application and is in the sole discretion of Sponsor.

Maximum total ARV of all Grants: \$187,500

GRANT CONDITIONS: Grants will be fulfilled by Administrator. Grant recipients are required to allocate their Grant funding specifically for programs that primarily benefit adults twenty-one (21) years of age and older. It is a requirement for Grant recipients to ensure that all programs, including promotional materials, funded by the Grant are exclusively marketed to adults twenty-one (21) years and older. Both public-facing and internal communications should explicitly state that adults twenty-one (21) years and older are the intended audience and beneficiaries of the Grant-funded programs.

Prior to being awarded the Grant, recipients must provide their organization's mission, bios, social media handles, and photos to Sponsor to be able to use for promotional purposes. Grant recipients must also share impact stories, stats, and relevant metrics from Fall 2023 through June 2024 with Sponsor, including visuals from funded program activities.

Grant recipients may not substitute, assign or transfer their Grant (or portion thereof) to a third party.

GENERAL CONDITIONS: By participating, each applicant agrees: (a) to abide by these Official Rules and decisions of Sponsors and judges, which shall be final and binding in all respects relating to this Program; (b) to release, discharge and hold harmless Sponsor, Administrator, Weber Shandwick, and any other parties involved in the planning, execution, administration or fulfillment of the Program, along with all of 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 death, or property resulting, in whole or in part, directly or indirectly, from applicant's participation in the Program or any Program-related activity or the acceptance, possession, use or misuse of any Grant; and (c) to the use of their name, photographs/videos, images and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor, their designees, and anyone authorized by any of them, without compensation (unless prohibited by law) or additional consents from applicant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.

LICENSE/USE OF APPLICATIONS: By submitting an Application, and to the extent allowed by law, applicants grant the Sponsor and their designees a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse your Application, name, photos, and biographical material and all other materials submitted in connection with the Program, including, but not limited to those required in the Grant Submissions section of these Terms and Conditions, in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant or any third party.

MISCELLANEOUS: 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, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing or judging of Applications, the announcement of the Grants, the incorrect uploading of 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 person's computer related to or resulting from participating in this Program or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Program or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Applications will be void. Should any portion of the Program be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Applications, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Program and, if terminated, at its discretion, select the potential Grant recipients from all eligible, non-suspect Applications received

prior to action taken using the judging procedure outlined above. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Program, applicant agrees that (1) any and all disputes and causes of action arising out of or connected with this Program, or any Grants awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the applicant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will applicant be permitted to obtain awards for, and applicant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than applicant's actual out-of-pocket expenses (i.e., costs associated with participating in this Program), and applicant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of applicant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the substantive laws of the State of Florida, USA.

GRANT RECIPIENT LIST: For the names of the Grant recipients (available after September 4, 2023), send a self-addressed stamped envelope to: Absolut Ally Initiative Grant Program Recipients, c/o CenterLink, PO Box 24490, Fort Lauderdale, Florida, 33307, for receipt no later than October 4, 2023.

ADMINISTRATOR/SPONSOR: CenterLink, PO Box 24490, Fort Lauderdale, FL 33309; Pernod Ricard USA, 250 Park Ave, New York, NY 10177.