

BLACK+
PRO BONO ADVERTISING INITIATIVE
OFFICIAL TERMS AND CONDITIONS

These Official Terms and Conditions (“Terms and Conditions”) apply to the Black+ Pro Bono Advertising Initiative for Black-Owned Businesses (the “Initiative”) sponsored by VICE Media LLC (“VICE”), in partnership with National Urban League, Inc. (“NUL”).

- 1. APPLICATION PERIOD.** The Initiative application period commences on June 10, 2022 at 12:00:00 a.m. (midnight) Eastern Time and closes on July 8, 2022 at 11:59:59 p.m. Eastern Time (the “Application Period”). VICE’s computer is the official time keeping device for this Initiative.
- 2. HOW TO APPLY.** To apply to the Initiative, submit the online application form available at <http://blackplus.vice.com/> (the “Application”) during the Application Period. Only the first three hundred (300) applications will be considered. Applications may not be acknowledged or returned, and VICE does not assume any responsibility for loss or damage related thereto. All Application information will be kept confidential. Applications will be accepted by online entry only. No other method of entry will be accepted. Applicants must fully complete, submit, and upload all information requested in the Application, as directed, before the end of the Application Period in order to be considered for the Initiative. Limit one (1) Application per person/email address/business. All Applications must include a valid email address and phone number for the applicant. Applicants must acknowledge their agreement to these Terms and Conditions by checking the acknowledgement at the end of the Application. Applicants are solely responsible for Internet connectivity, software and/or hardware that may be required in order to create and/or submit their Application, including any files. Applications, including attachments, that do not comply with these Terms and Conditions and/or are incomplete or inaccurate will be void, eliminated and not eligible for consideration. If an Application is submitted using a mobile phone or other web-enabled device using an applicant’s wireless carrier’s network, standard data charges from such wireless carrier may apply. Applicants should check with their wireless service provider for details on these and any other applicable charges. Applicants are solely responsible for any such wireless charges. By submitting an Application, applicants represent that the materials submitted are original and have been created by the applicant and/or that all necessary rights have been secured and disclosed in the event they were developed by others.
- 3. ELIGIBILITY.**
 - a. To be eligible for the Initiative, applicants and their respective businesses must meet all of the following criteria:
 - i. Applicant is eighteen (18) years of age or older as of the date the Application is submitted;
 - ii. Applicant is an owner of the business;
 - iii. Applicant identifies as Black or African American;
 - iv. At least fifty-one percent (51%) of the applicant’s business is owned, controlled, operated and managed by Black or African American owners;
 - v. Applicant’s business is for-profit, based in the United States or the District of Columbia and is incorporated as a legal entity under the laws of any state within the United States or the District of Columbia (United States territories are excluded); and
 - vi. Applicant’s business satisfies each of the following requirements: (A) the business has been operating for more than six (6) months; (B) the business has a functional, shoppable website; and (C) the business has the ability to sell and/or distribute its products and/or services throughout the United States.

- b. Employees, officers and directors of VICE, NUL, the Promotional Partners (defined below) and each of their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers and distributors of promotion materials, and their immediate families (parents, children, siblings, spouse) and members of the same household (whether related or not) of such employees, officers and directors are not eligible to apply to the Initiative. As used herein, “Promotional Partners” means any contractor or other partner of VICE and/or NUL who is engaged to market and/or promote the Initiative, or who is involved in the development, administration and/or fulfillment of the Initiative, including, without limitation, any Award supply partners.
- c. The Committee (defined below) shall determine, in its sole discretion, whether an applicant meets the eligibility criteria to participate in the Initiative or to qualify for a particular Service (defined below). The Committee’s decisions regarding eligibility are final and binding and cannot be appealed or challenged. No purchase or payment of any kind is required to apply to the Initiative. Neither a purchase of VICE’s, NUL’s or any of the Promotional Partners’ products or services nor a payment of any kind to any of the foregoing will improve your chance of selection for the Initiative. This Initiative is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law.

4. THE AWARD.

- a. Up to U.S. \$50,000.00 worth of VICE’s creative and media advertising services outlined below (the “Services”) will be awarded to five (5) final recipients (the “Recipients”). The individual value and nature of the Services will depend on the application of the selection criteria set forth in Section 5 below, as well as a Recipient’s need and business strategy, as the Committee may determine in its sole discretion after consultation with such Recipient.
 - Pro Bono Creative Services
 - Display banner ad design
 - Pro Bono Media Distribution
 - Up to U.S. \$50,000.00 worth of standard banner and/or newsletter distribution
 - Up to U.S. \$25,000.00 worth of custom ad unit distribution
 - Up to U.S. \$15,000.00 worth of video distribution (requires provision of :06 to :30 second video asset)
 - Up to one (1) homepage takeover
 - Up to one (1) ad effectiveness study (per campaign)

All federal, state and local or other tax liabilities, and other expenses relating to the acceptance of the Services, or arising from the Services, are the sole and exclusive responsibility of each Recipient. Recipients may be issued a 1099 tax form for the actual value of the Services. By applying to the Initiative, applicants agree that, if selected as a Recipient, applicants will use the Services solely for legitimate business purposes.

- b. In addition to the Services, Recipients will also have the opportunity to participate in advisory, community and/or amplification initiatives, which will at minimum consist of one of the following: (i) a single day “9 to 5” advisory meeting with VICE employees to ideate potential directions to take with respect to a Recipient opportunity, occurring on a monthly or case-by-case basis; (ii) development of a thought leadership presentation and related materials, occurring on a quarterly basis; or (iii) an individual one-on-one style meeting with VICE employees covering a specific topic (e.g., brand strategy, audience intelligence, creative development, etc.), occurring on a monthly basis (collectively with the Services, the “Award”). VICE may, at its sole discretion, offer Recipients benefits in addition to the Award, such as additional advisory support, community, and amplification opportunities, but VICE does not guarantee, and makes no commitments to provide, any prize beyond the Award. The minimum total value of the Award is U.S. \$4,000.00.
- c. The Award shall be subject to the terms and conditions of an insertion order or other applicable agreement(s). By applying to the Initiative, applicants acknowledge that receipt of the Award is conditional on execution of such insertion order or other applicable agreement(s). The Award is non-transferable and

non-assignable. No substitutions or cash redemptions are permitted. VICE reserves the right, in its sole discretion, to increase the value of any Award. If no or an insufficient number of Applications meet the minimum eligibility criteria, some or all of the Awards may not be awarded, or VICE may increase the value of any awarded Services. VICE reserves the right, in its sole discretion, to substitute a prize of equal or greater value if the advertised Award becomes unavailable. All details of any award not specified herein shall be determined solely by VICE and/or the Committee.

5. HOW FINALISTS AND RECIPIENTS ARE DETERMINED.

- a. Eligible Applications will be reviewed by members of a committee consisting of an internal panel of VICE employees and one or more NUL employees (the “Committee”). The finalists (“Finalists”), and ultimately the Recipients, will be selected from among all eligible applicants based on the following criteria:
 - i. Innovation (25%): Is this business innovative? What makes it different or unique? Does it address an industry pain point faced by consumers? Does the business meet an identifiable need and actively test market response?
 - ii. Audience (25%): How will the business be received by VICE’s audience? Is the business within industries often advertised to VICE’s audience? Does the business have a sound target market and customer base?
 - iii. Brand Value (25%): Does the business meet VICE’s Black+ brand value requirements? Is the business active in the betterment of the Black community?
 - iv. Initiative Benefit (25%): Will participating in this Initiative have a measurable positive effect on the business?
- b. In the event of a tie, the Committee will select the business that has the higher score under the “Initiative Benefit” category.
- c. The Committee may contact applicants with requests for additional information regarding their Application. The Committee will notify Finalists by email and/or telephone in mid July 2022. Being selected as a Finalist does not guarantee that the applicant will receive an Award. Finalists will be asked to provide copies of the business’ financial statements within five (5) business days to further evaluate the Application. After review, the Committee will notify Finalists whether they are selected as a potential Recipient. Prior to receiving the Award, potential Recipients will be required to: (i) provide a signed W-9 tax form verifying their business tax identification number, as well as any other applicable tax and/or banking information reasonably requested by the Committee; and (ii) sign and return an insertion order or other agreement applicable to the Award within five (5) business days of receipt of the same. If (A) the Committee is unable to contact the potential Recipient within three (3) days from the first notification attempt; (B) the potential Recipient fails to promptly provide, complete and return all requested documentation by the specified date; or (C) the potential Recipient fails to comply with any of the requirements in these Terms and Conditions, it may result in a Recipient’s disqualification, the forfeiture of its interest in the Award, and, at the Committee’s discretion, the presentation of the Award to a substitute recipient. Upon forfeiture of the Award, no compensation will be given. An Award not claimed by a potential Recipient and not awarded to a substitute recipient by the Committee in accordance with these Terms and Conditions will remain the property of VICE. All decisions of VICE and the Committee with respect to Finalists and Recipients, and all other matters pertaining to the Initiative are final and binding and cannot be appealed or challenged. APPLICANTS AGREE AND UNDERSTAND THAT PARTICIPATING IN THIS INITIATIVE OR SUBMITTING AN APPLICATION DOES NOT GUARANTEE ANY BUSINESS WITH VICE, NUL AND/OR ANY OF THE PROMOTIONAL PARTNERS AND ACKNOWLEDGE THAT VICE, NUL AND/OR ANY OF THE PROMOTIONAL PARTNERS (AS APPLICABLE) HAVE SOLE AND ABSOLUTE DISCRETION IN AWARDING ANY BUSINESS. ANY VETTING COMMUNICATIONS AND/OR FORMS ARE FOR CONVENIENCE PURPOSES ONLY AND WILL NOT OBLIGATE VICE, NUL OR ANY OF THE PROMOTIONAL PARTNERS TO AWARD BUSINESS TO FINALISTS.

- d. If VICE so elects, potential Recipients may be required to submit to a confidential background check. Such background check may include (but is not limited to) investigation of criminal and sexual offenses, or other arrest or conviction records, and any other factors deemed relevant by VICE to help ensure that the potential Recipient will not bring VICE into public dispute, contempt, scandal, or ridicule or reflect unfavorably on VICE. If requested, potential Recipients agree to sign waiver forms authorizing the release of personal and background information. In the event of non-compliance, to be determined at the sole discretion of VICE, the potential Recipient may be disqualified, forfeiting its interest in the Award.
- e. For the avoidance of doubt, neither VICE nor the Committee are under any obligation to reveal the degree of consideration it may have given any Application, vetting communications and/or other forms, including, but not limited to, stating any reason for rejection, or to return any Application material to any applicant.

6. **PRIVACY.** Any information provided by applicants as part of the Application process or otherwise in connection with the Initiative will be processed in accordance with VICE's privacy policy, available at https://vice-web-statics-cdn.vice.com/privacy-policy/en_us/page/privacy-policy.html. By applying to the Initiative, applicants agree to VICE's privacy policy and consent to receive electronic communications and other materials from VICE, NUL and/or the Promotional Partners that may sometimes include advertisements or sponsored content. If an applicant provides VICE with personal information of a reference or any other individual as part of their Application, it is such applicant's responsibility to obtain consent from that individual prior to providing such information to VICE.

7. **CONFIDENTIALITY & PUBLICITY.**

- a. All non-public business and financial information applicants provide as part of their Application will be kept confidential. By submitting an Application and participating in the Initiative, applicants acknowledge and agree that, if they are selected as a potential Finalist or Recipient, they will not disclose to any person or third party the fact that they were selected until notified by VICE that such disclosure is permitted or until made public by VICE. VICE will coordinate all publicity and press announcements regarding the Initiative and will provide Recipients with as much advance notice of such announcements as reasonably possible. VICE may refuse any media opportunity in its sole discretion. Applicants agree not to use any of VICE's trademarks, including, but not limited to, VICE's and the Initiative's names and logos, or the name and/or likeness of any VICE employee, without VICE's prior written approval in each instance. Applicants further agree not to use NUL's or any of the Promotional Partners' respective trademarks, or the name and/or likeness of any NUL or Promotional Partner employee, without the prior written approval of such party in each instance.
- b. By participating in the Initiative, each Recipient agrees to the use by VICE and/or its designees of its name, image, likeness, logo and/or biography as provided for programming, advertising, publicity and promotional purposes in connection with the Initiative in any and all media, now or hereafter known, worldwide and on the Internet, in perpetuity, without compensation (unless prohibited by law) or additional consents from Recipient or any third party and without prior notice, approval or inspection. Upon request by VICE, Recipients agree to promptly execute and deliver to VICE any documents reflecting the foregoing.
- c. Applicants acknowledge that VICE, NUL and/or any of the Promotional Partners may currently or in the future be developing information internally, or receiving information from third parties, that is similar to or competitive with the information disclosed by applications as part of their Application. Accordingly, applicants acknowledge and agree that nothing in these Terms and Conditions will be construed as a representation, warranty, covenant or agreement of VICE, NUL, the Promotional Partners or any of their respective parent entities, subsidiaries or affiliates, that it/they will not develop, or have developed on its/their behalf, products, processes, concepts, systems or techniques that are similar to or competitive with the products, processes, concepts, systems or techniques contemplated by or embodied in such applicant's Application. For clarification and the removal of doubt, neither VICE, NUL nor any of the Promotional Partners will use, or rely on, any information provided in the Application in connection with such development.

8. LIMITATIONS OF LIABILITY.

- a. VICE, NUL, the Promotional Partners and each of their respective parent entities, subsidiaries and affiliates, and each of their respective officers, directors, shareholders, employees, agents, insurers, and any and all Internet servers and access provider(s) (collectively, the “Released Parties”) are not responsible for: any incorrect or inaccurate Application information; human error; technical malfunctions; failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, server providers, or software, including any injury or damage to applicants’ or any other person’s computer relating to or resulting from participation in this Initiative; inability to access VICE’s website or Application form; theft, tampering, destruction, or unauthorized access to, or alteration of Applications; transactions that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the Internet or at any web site; printing or human or other errors; and any Applications which are late, lost, incomplete, misdirected, stolen, or any combination thereof. Online submission is not considered proof of delivery or receipt. VICE reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Award and/or Application form at any time and without notice.
- b. BY APPLYING, APPLICANTS AGREE TO RELEASE, DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ALL CLAIMS AND DAMAGES OR LIABILITY ARISING IN CONNECTION WITH THEIR PARTICIPATION IN AND/OR APPLICATION TO THE INITIATIVE AND/OR THEIR RECEIPT OR USE OF THE AWARD, INCLUDING THE SERVICES, OR DUE TO ANY INJURIES, DAMAGES OR LOSSES TO ANY PERSON OR PROPERTY OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE AWARD OR PARTICIPATION IN THE INITIATIVE OR ANY INITIATIVE-RELATED ACTIVITY OR SUCH APPLICANT’S BREACH OF THESE TERMS AND CONDITIONS. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY TECHNICAL OR HUMAN ERROR OR OTHERWISE WHICH MAY OCCUR IN THE PROCESSING OF APPLICATIONS FOR THIS AWARD OR IN THE RUNNING OF THIS INITIATIVE. UNDER NO CIRCUMSTANCES WILL APPLICANTS BE PERMITTED TO OBTAIN AWARDS FOR, AND APPLICANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING ATTORNEYS’ FEES, AND APPLICANTS FURTHER WAIVE ALL RIGHTS TO HAVE ANY DAMAGES MULTIPLIED OR INCREASED. THE RELEASED PARTIES WILL NOT BE RESPONSIBLE FOR TYPOGRAPHICAL, PRINTING OR OTHER ERRORS IN THESE TERMS AND CONDITIONS OR IN OTHER MATERIALS RELATING TO THE INITIATIVE. THE FOREGOING RELEASES AND COVENANTS ARE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. MISCELLANEOUS.

- a. Any advice obtained in connection with the Initiative, including during any advisory support or networking opportunities or otherwise from VICE, is for information purposes only and not for the purpose of providing specific business, accounting or legal advice. Opinions expressed by mentors or others are the opinions of the individuals and may not reflect the opinions of VICE, NUL and/or any of the Promotional Partners.
- b. Except with respect to NUL and the Promotional Partners, this Initiative is in no way sponsored, endorsed or administered by, or associated with, any third party entity, including, without limitation, Facebook, Instagram and Twitter and references to any third party entity or trademark do not constitute or imply, and should not be construed as, an endorsement of this Initiative or VICE.
- c. By participating in the Initiative, applicants accept and agree to be bound by these Terms and Conditions, including all eligibility requirements, VICE’s terms of use, available at https://vice-web-statics-cdn.vice.com/privacy-policy/en_us/page/terms-of-use.html, and VICE’s privacy policy, available at https://vice-web-statics-cdn.vice.com/privacy-policy/en_us/page/privacy-policy.html. All applicable

federal, state, territory, provincial and local laws and regulations apply. In the event that the Initiative is challenged by any legal or regulatory authority, VICE reserves the right to discontinue or modify the Initiative, or to disqualify applicants residing in the affected geographic areas. In such event, the Released Parties shall have no liability to any applicants who are disqualified due to such an action. Failure by VICE to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. VICE reserves the right to disqualify any applicant that in its sole judgment violates the letter or the spirit of the Initiative or could reflect negatively on the Released Parties' respective images and/or reputations.

- d. Applicants represent and warrant that their Application materials (i) do not contain any computer virus, are otherwise uncorrupted, are wholly original to the applicant and as of the date of submission, are not the subject of any actual or threatened litigation or claim; (ii) do not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iii) do not and will not violate any applicable laws, and are not and will not be defamatory or libelous.
- e. All decisions regarding the Initiative's Terms and Conditions, procedures, and processes are at the sole discretion of VICE. By submitting an Application, applicants agree not to seek any financial damages from the Released Parties for any claim, dispute or cause of action in connection with or arising out of the Initiative, including the Award. If the Initiative is not capable of running as planned for any reason, including, without limitation, as a result of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Initiative, VICE reserves the right, in its sole and absolute discretion, to cancel, terminate, modify or suspend the Initiative. VICE may disqualify any individual who tampers with the Application process, and, if terminated, to determine an alternate Recipient, if any, from among all eligible non-suspect Applications submitted up to the point of termination.
- f. Except where prohibited by law, as a condition of participating in this Initiative, applicants agree that (i) any and all disputes and causes of action arising out of or connected with this Initiative, or any Award related thereto, 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 in the State and City of New York, borough of Manhattan; (ii) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (iii) judgment upon such arbitration award may be entered in any court having jurisdiction.
- g. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of applicants or VICE in connection with the Initiative shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.
- h. If any provision of these Terms and Conditions is held by any court of competent jurisdiction to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions otherwise remain in full force and effect and enforceable.

10. SPONSOR. VICE Media LLC, 49 South 2nd Street, Brooklyn, New York 11249, United States.