

# BMO Celebrating Women Grant Program

## Official Terms and Conditions

### 1. KEY DATES:

BMO Celebrating Women Grant Program (the “**Program**”) is sponsored and administered by BMO Bank, National Association, 320 South Canal Street, Chicago, Illinois 60606 (“**BMO**” or “**Sponsor**”) and is governed by these Official Terms and Conditions (the “**Terms**”). The application period for the Program begins on Tuesday, April 30, 2024 , at 8:00 a.m. Eastern Time (“**ET**”) and ends on Tuesday, May 14, 2024 , at 8:00 p.m. ET (the “**Program Period**”). BMO’s computer is the official timekeeping device for the Program.

### 2. ELIGIBILITY:

**No purchase, payment, or other consideration is necessary to participate or receive a Grant.** Having an account with BMO is not required to participate and will not increase or otherwise impact your opportunity to receive a Grant (as defined below in Section 9).

The Program is open to residents of the United States who (at the time of participation, selection and fulfillment):

- a. have reached the legal age of majority in the state in which the Eligible Small Business has its principal place of business;
- b. did not, whether individually or through the Eligible Small Business, purchase any equipment or other products or services in order to participate in the Program;
- c. are not an owner, shareholder, partner, member, manager, trustee, director, officer, employee, representative or agent (or any person living in the same household as any of the foregoing, whether related or not) of the Sponsor; advertising/promotion agencies; or any other individual(s), entity or entities involved in the development, production, implementation, administration, judging or fulfillment of the Program; and their respective parent companies, affiliates, subsidiaries, licensees, service providers, or suppliers (collectively with the Sponsor, the “**Program Parties**”);
- d. are not subject to any government sanctions;
- e. have not received a grant from any previous BMO Celebrating Women Grant Program; and

have the unencumbered authority to: (i) participate in the Program on behalf of the Eligible Small Business; and (ii) legally bind the Eligible Small Business – including, without limitation, to these Terms and to any other required documentation as contemplated in these Terms.

For the purposes of the Program, an “**Eligible Small Business**” is a corporation, limited liability company, organization, association, partnership or sole proprietorship that meets all of the following criteria:

- a. must be fifty-one percent (51%) or more owned and controlled by a woman, women and/or by an individual or individuals who self-identify as women;
- b. must be a for-profit business that has been in operation selling a product or service for a minimum of two (2) years as of April 1, 2024;
- c. must be currently active and operating in the United States of America in accordance with all applicable laws, licenses and regulations;
- d. must have annual revenue of 5 million dollars (\$5,000,000) or less;
- e. must not be subject to any government sanctions;
- f. must have a physical location (or in the instance where the business has no physical location, a mailing address for the business’s headquarters located) in:
  - Arizona, California, Colorado, Florida, Iowa, Idaho, Illinois, Indiana, Kansas, Minnesota, Missouri, North Dakota, Nebraska, New Mexico, Nevada, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, or Wyoming; or
  - Michigan or Texas and such physical location (or headquarters mailing address) is located, as determined by BMO in BMO’s sole discretion, within 100 miles of a full-service retail BMO branch office that offers a mix of banking services, everyday banking, investments, and lending products for both personal and commercial customers; and
- g. must be duly qualified to do business and in good standing in each jurisdiction in which the conduct of its business requires such qualification.

(collectively, the “**Eligible Small Business Requirements**”).

#### **IMPORTANT NOTES:**

- To be considered as an Eligible Small Business, the corporation, limited liability company, organization, association, partnership or sole proprietorship must meet all of the Eligible Small Business Requirements (as determined by BMO in its sole and absolute discretion) at the time of participation, selection and fulfillment.
- BMO reserves the right, in its sole and absolute discretion at any time, to require proof of identity and/or eligibility (in a form acceptable to BMO) for the purposes of verifying eligibility to participate in the Program. Failure to provide such proof to the complete satisfaction of BMO within the timeline specified by BMO may result in disqualification in the sole and absolute discretion of BMO.

- BMO reserves the right, in its sole and absolute discretion at any time, to disqualify any Applicant and/or Eligible Small Business if BMO determines that allowing such Applicant and/or Eligible Small Business to participate in (or continue to participate in) the Program could bring BMO into public disrepute or in any way impact the good standing or reputation of BMO in the eyes of the general public.
- BMO and the other Program Parties will not provide individual feedback on Applications (as defined below in Section 4) – except as determined by BMO in its sole and absolute discretion.

### 3. AGREEMENT TO BE LEGALLY BOUND BY TERMS:

By participating in the Program, Applicant (individually and on behalf of the Applicant’s Eligible Small Business) is signifying agreement to be legally bound by these Terms. BMO’s decisions and interpretations of these Terms shall be final, conclusive, and binding in all respects relating to the Program, without right to appeal.

### 4. HOW TO SUBMIT AN APPLICATION:

To submit an application to the Program (an “**Application**”), an Applicant must go to <https://bmo.com/women> (the “**Website**”) and click “Apply now for the 2024 BMO Celebrating Women Grant Program.” Then click “Log In” and “Need to create an account?” and follow the on-screen instructions to create an account and password. After creating and logging in to the account, the Applicant must access the Official Application Form (the “**Form**”). Next, the Applicant must fully complete the Form with all required information (adhering to any and all requirements indicated on the Form – including, but not limited to, word and/or character count limitations) Once the Applicant has fully completed the Form with all required information, the Applicant must select “Save and Continue.” The Applicant will then be taken to the “Review Submission” page where they can review the Application. Once the Applicant clicks “Submit,” the Applicant will be directed to a screen which confirms the Application has been successfully submitted. The Applicant will be sent an email to confirm receipt of the Application. To be eligible, an Application must be submitted by and received from an Applicant in accordance with these Terms during the Program Period.

If an Applicant is selected to participate in the second stage of the Program, BMO will notify the Applicant via email on or around the middle of June 2024, that such Applicant has been selected as a “**Semi-Finalist.**” Semi-Finalists are required to supplement the Application by submitting a link to a YouTube website address (“**URL**”) on the Form to a video (“**Video**”) regarding the Eligible Small Business. The Video must: (i) be between one and two minutes in length; (ii) be in English; (iii) comply with these Terms (including, but not limited to, the Submission Requirements in Section 8); and (iv) depict, discuss, or otherwise address the growth goal(s) for the Applicant’s business and what impact a \$10,000 grant would have on achieving such goal(s). BMO will provide Semi-Finalists with instructions on how to navigate to the Application to submit the Video URL.

Once the Semi-Finalist has fully completed the Form with all required information including, but not limited to, providing a URL to the Video, the Semi-Finalist must select “Save and Continue.” The Semi-Finalist will then be taken to the “Review Submission” page where they can review the Application. Once the Semi-Finalist clicks “Submit,” the Semi-Finalist will be directed to a screen which confirms the Application has been successfully submitted. The Semi-Finalist will be sent an email to confirm receipt of the Application. To be eligible, an Application must be submitted by and received from a Semi-Finalist in accordance with these Terms by June 24, 2024.

For a list of frequently asked questions (“**FAQs**”) about the Program, please go to: [https://www.bmo.com/en-us/pdf/CWGrant\\_FAQs.pdf](https://www.bmo.com/en-us/pdf/CWGrant_FAQs.pdf) . The FAQs include summaries of these Terms, and therefore, do not contain a complete description of the Program. If and to the extent there is a conflict or an inconsistency between the FAQs and these Terms, these Terms shall govern and control.

### **IMPORTANT NOTES:**

- Videos will NOT be judged in Stage 1 (Selection of 75 Semi-Finalists). For the avoidance of any doubt, Videos will only be judged for those Applicants who make it to Stage 2 (Selection of 30 Finalists) and Stage 3 (Selection of 15 Recipients) in accordance with these Terms.
- The Video must be posted by a Semi-Finalist on YouTube.com (“**YouTube**”). The Semi-Finalist is solely responsible for ensuring that: (i) the Video complies with the applicable terms, rules, policies, and guidelines of YouTube, including but not limited to the YouTube Community Guidelines located at <https://www.youtube.com/howyoutubeworks/policies/community-guidelines/> (the “**Platform Rules**”); and (ii) the Semi-Finalist has set the privacy settings on the Semi-Finalist’s YouTube account in a manner that allows BMO to view the Video via the URL (or, as applicable, has provided the password). Neither BMO nor any of the other Released Parties (as defined below) will be responsible for the inability to view the Video for any reason – including, but not limited to, as a result of the Applicant’s privacy settings or otherwise. Any Video that does not meet the specifications outlined above or that otherwise does not comply with these Terms or the Platform Rules is subject to disqualification in the sole and absolute discretion of BMO. The Program is in no way sponsored, endorsed or administered by, or associated with any Platform. Each Platform is hereby completely released of all liability by each Applicant (individually and on behalf of the Applicant’s Eligible Small Business) in this Program. Any questions, comments or complaints regarding the Program must be directed to BMO and not to a Platform.
- To be eligible, an Application must be submitted by an Applicant through the Website in accordance with the on-screen instructions and prompts on the Website. Applications will not be accepted by any other means. BMO encourages each Applicant to carefully review the Website for more details regarding the submission process for the Program.
- Normal Internet access and usage charges imposed by an Applicant’s online service will apply and are the Applicant’s responsibility. In addition, if an Applicant uses a mobile device to participate in the Program, message and data rates may apply and are the Applicant’s responsibility.

- **There is a limit of one (1) Application per Eligible Small Business.** Note, however, that the same Applicant can submit an Application in relation to more than one (1) Eligible Small Business but, in any such case, would only be eligible to receive one (1) Grant (as defined below in Section 9) under the Program. Additional Applications will not increase chances of being awarded a Grant. Use of different names or aliases by the same Applicant is prohibited. Applications submitted by or through any mass duplication, automatic, robotic, script, macro, plagiarized or programmed method, or through any promotion entry, notification, or related service are prohibited and will be disqualified.
- Applicants are required to provide truthful information, and BMO will reject and delete any Application that BMO discovers or believes to be false or fraudulent. BMO will disqualify any Application from Applicants who do not meet the eligibility requirements, and may also delete any Application received from persons under the age of thirteen (13) in compliance with the U.S. Children’s Online Privacy Protection Act and applicable privacy legislation.
- If it is discovered by BMO (using any evidence or other information made available to or otherwise discovered by BMO) that any individual and/or entity has attempted to use any means not in keeping with BMO’s interpretation of the letter and/or spirit of these Terms to enter or otherwise participate in or to disrupt the Program; then such individual and/or entity may be disqualified from participating in the Program in the sole and absolute discretion of BMO.

The Program Parties are not responsible for, and accept no liability whatsoever in relation to, any late, lost, stolen, misdirected, delayed, incomplete, unintelligible, garbled, erroneous, damaged or incompatible Materials (as defined below in Section 6) (all of which are void).

## 5. SELECTION PROCESS (STAGE 1 – SELECTION OF 75 SEMI-FINALISTS):

The first stage of the selection process will be completed by a panel of judges (the “**Stage 1 Judges**”), the number and roster of which shall be determined by BMO in its sole and absolute discretion. BMO anticipates that the Stage 1 Judges will be associated with a large, multinational accounting and consulting company. This company is familiar with judging process as the company was involved in the judging process for previous Programs. The Stage 1 Judges will review each Application submitted on the basis of the following weighted criteria (the “**Stage 1 Criteria**”):

<b>Stage 1 Criteria</b>	<b>Weight</b>
1. Review of how the Applicant wants to grow the Eligible Small Business (be it new markets, new products/services, new partnerships etc.). Review of the high-level overview of the growth strategy and why growth at this time makes sense.	35%
2. Review of the quantifiable business growth goal(s) in the next 12 months: (a) revenue growth and (b) profit growth. Review of the description of the growth goal(s) noted above and/or one or two other growth goals and the associated metric.	20%
3. Review of the challenges that may be faced by the Eligible Small Business as it embarks on business growth (including the elaboration on one or two of the most pressing challenges).	25%
4. Review of how the Eligible Small Business would use a \$10,000 Grant to help the Eligible Small Business achieve growth.	20%
<b>Total</b>	<b>100%</b>

Each eligible Application will be given a score (the “**Stage 1 Score**”) by the Stage 1 Judges.

The eligible Applicants associated with the top seventy-five (75) Stage 1 Scores (as determined by the Stage 1 Judges, in the Stage 1 Judges’ sole and absolute discretion) will each be selected as an eligible semi-finalist (a “**Semi-Finalist**”).

In the event of a tie between two or more eligible Applications based on the Stage 1 Score, the eligible Applicant associated with the eligible Application – from amongst all such eligible Applications that are tied – with the highest score on Stage 1 Criteria 1 (followed in the event of a further tie by Criteria 2, then Criteria 3, then Criteria 4) will be selected as the eligible Semi-Finalist. In the event of an exact tie based on all Stage 1 Criteria, the Stage 1 Judges will re-judge any such tied Applications to break the tie in accordance with the preceding procedure. Stage 1 judging is scheduled to be completed on or about **June 10, 2024** (the “**Stage 1 Selection Date**”).

BMO or its designated representative will make a minimum of two (2) attempts to contact each eligible Semi-Finalist within three (3) business days of the Stage 1 Selection Date. If an eligible Semi-Finalist cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then such eligible Semi-Finalist may, in the sole and absolute discretion of BMO, be disqualified (and, if

disqualified, will forfeit all rights to be a Semi-Finalist) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible Semi-Finalist from among the remaining eligible Applications submitted and received in accordance with these Terms (in which case the foregoing provisions of this section shall apply to such newly selected eligible Semi-Finalist). Odds of being selected as an eligible Semi-Finalist depend on the number and caliber of eligible Applications submitted and received in accordance with these Terms.

## 6. SELECTION PROCESS (STAGE 2 – SELECTION OF 45 FINALISTS):

If an Applicant passes the first stage of the selection process (as determined by BMO, in its sole and absolute discretion), then the Applicant will be invited by or on behalf of BMO to participate in the second stage of the selection process as a Semi-Finalist. The second stage will be more difficult than the first stage.

The second stage of the selection process will be completed by a new panel of judges (the “**Stage 2 Judges**”), the number and roster of which shall be determined by BMO in its sole and absolute discretion. BMO anticipates that the Stage 2 Judges will be women advocates and partners located across the states included within the Program’s eligibility criteria that have deep and relevant industry experience as leaders in corporate, non-profit, and small businesses.

Each Semi-Finalist will be required to submit a URL to a Video posted on YouTube regarding the Eligible Small Business. Semi-finalists will receive an email from BMO with instructions about the Video (including the upload deadline). The Video must: (i) be between sixty seconds (60s) and one-hundred and twenty seconds (120s) in length; (ii) be in English; (iii) comply with these Terms (including, but not limited to, the Submission Requirements in Section 8); (iv) comply with the **Platform Rules**; and (v) depict, discuss, or otherwise address the growth goal(s) for the Applicant’s business and what impact a \$10,000 grant would have on achieving such goal(s).

The Program is in no way sponsored, endorsed or administered by, or associated with YouTube. YouTube is hereby completely released of all liability by each Applicant (on the Applicant’s own behalf and on behalf of the Applicant’s Eligible Small Business) in this Program. Any questions, comments or complaints regarding the Program must be directed to BMO and not to YouTube.

The Stage 2 Judges will review each Semi-Finalist’s Application, Video and any other materials requested by Sponsor and provided by the Semi-Finalist (individually and collectively, the “**Materials**”) on the basis of the following weighted criteria (the “**Stage 2 Criteria**”):

<b>Stage 2 Criteria</b>	<b>Weight</b>
1. Content of Video	15%
2. Review of how the Applicant wants to grow the Eligible Small Business (be it new markets, new products/services, new partnerships etc.). Review of the high-level overview of the growth strategy and why growth at this time makes sense.	30%
3. Review of the quantifiable business growth goal(s) in the next 12 months: (a) revenue growth and (b) profit growth. Review of the description of the growth goal(s) noted above and/or one or two other growth goals and the associated metric.	15%
4. Review of the challenges that may be faced by the Eligible Small Business as it embarks on business growth (including the elaboration on one or two of the most pressing challenges).	20%
5. Review of how the Eligible Small Business would use a \$10,000 Grant to help the Eligible Small Business achieve growth.	20%
<b>Total</b>	<b>100%</b>

Each Semi-Finalist's Materials will be given a new score (the "**Stage 2 Score**") by the Stage 2 Judges. Note, the Stage 1 Score from the first phase of selection (Section 5) does not carry-forward to be included or factored into the Stage 2 Score.

The eligible Applicants associated with the top forty-five (45) Stage 2 Scores (as determined by the Stage 2 Judges, in their sole and absolute discretion) will each be selected as an eligible finalist (a "**Finalist**"). Each Stage 2 Judge will be responsible for selecting three (3) of the forty-five (45) Finalists.

In the event of a tie between two or more eligible Applicants based on Stage 2 Score, the eligible Applicant - from amongst all such eligible Applicants that are tied - with the highest score on Stage 2 Criteria 1 (followed in the event of a further tie by Criteria 2, then Criteria 3, then Criteria 4, then Criteria 5) will be selected as the eligible Finalist. In the event of an exact tie based on all Stage 2 Criteria, the Stage 2 Judges will re-judge any such tied Applications to break the tie in accordance with the preceding procedure. Stage 2 judging is scheduled to be completed on or about **July 25, 2024** (the "**Stage 2 Selection Date**").



BMO or its designated representative will make a minimum of two (2) attempts to contact each eligible Finalist within three (3) business days of the Stage 2 Selection Date. If an eligible Finalist cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then such eligible Finalist may, in the sole and absolute discretion of BMO, be disqualified (and, if disqualified, will forfeit all rights to be a Finalist) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible Finalist from among the remaining eligible Materials submitted and received by Semi-Finalists in accordance with these Terms (in which case the foregoing provisions of this section shall apply to such newly selected eligible Finalist). Odds of being selected as an eligible Finalist depend on the caliber of eligible Materials submitted and received from Semi-Finalists in accordance with these Term

## 7. SELECTION PROCESS (STAGE 3 – SELECTION OF 15 RECIPIENTS):

If a Semi-Finalist passes the second stage of the selection process (as determined by BMO, in its sole and absolute discretion), then the Semi-Finalist will participate in the third and final stage of the selection process as a Finalist. The third and final stage will be more difficult than the first and second stages.

The third and final stage of the selection process will be completed by a panel of BMO judges (the “**Stage 3 Judges**”), the number and roster of which shall be determined by BMO in its sole and absolute discretion. BMO anticipates that the Stage 3 Judges will be women advocates and partners located across the states included within the Program’s eligibility criteria that have deep and relevant industry experience as leaders in corporate, non-profit, and small businesses. The Stage 3 Judges will review each Finalist’s Materials on the basis of the following weighted criteria (the “**Stage 3 Criteria**”):

<b>Stage 3 Criteria</b>	<b>Weight</b>
1. Stage 2 Score	20%
2. Content of Video	10%
3. Review of how the Applicant wants to grow the Eligible Small Business (be it new markets, new products/services, new partnerships etc.). Review of the high-level overview of the growth strategy and why growth at this time makes sense.	25%
4. Review of the quantifiable business growth goal(s) in the next 12 months: (a) revenue growth and (b) profit growth. Review of the description of the growth goal(s) noted above and/or one or two other growth goals and the associated metric.	15%
5. Review of the challenges that may be faced by the Eligible Small Business as it embarks on business growth (including the elaboration on one or two of the most pressing challenges).	20%
6. Review of how the Eligible Small Business would use a \$10,000 Grant to help the Eligible Small Business achieve growth.	10%
<b>Total</b>	<b>100%</b>

Each Finalist’s Materials will be given a new score (the “**Stage 3 Score**”) by the Stage 3 Judges. Note, the Stage 1 Score from the first phase of selection (Section 5) does not carry-forward to be included or factored into the Stage 3 Score. However, the Stage 2 Score from the second phase of selection (Section 6) does carry-forward to be factored into the Stage 3 Score.

The eligible Finalists associated with the top fifteen (15) Stage 3 Scores (as determined by BMO, in its sole and absolute discretion) will each be selected as an eligible recipient (a “**Recipient**”). Each Stage 3 Judge will be responsible for selecting one (1) of the fifteen (15) Recipients.

In the event of a tie between two or more eligible Finalists based on Stage 3 Score, the potential Finalist associated with the eligible Materials – from amongst all such eligible Materials that are tied – with the highest score on Stage 3 Criteria 1 (followed in the event of a further tie by Criteria 2, then Criteria 3, then Criteria 4, then Criteria 5, then Criteria 6) will be selected as the eligible Recipient. In the event of an exact tie based on all Stage 3 Criteria, a new panel of BMO judges will be appointed by the Sponsor to break the tie in accordance with the preceding procedure. This tie-breaking stage will be more difficult than the first, second, and third stages. Stage 3 judging is scheduled to be completed on or about **August 16, 2024** (the “**Stage 3 Selection Date**”).

BMO or its designated representative will make a minimum of two (2) attempts to contact each potential Recipient within three (3) business days of the Stage 3 Selection Date. If a potential Recipient cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then such potential Recipient may, in the sole and absolute discretion of BMO, be disqualified (and, if disqualified, will forfeit all rights to be a Recipient and receive a Grant) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate potential Recipient from among the remaining eligible Materials submitted and received by Finalists in accordance with these Terms (in which case the foregoing provisions of this section shall apply to such newly selected potential Recipient). Odds of being selected as an eligible Recipient depend on the caliber of eligible Materials submitted by and received from Applicants in accordance with these Terms.

In the event that the Applicant is one of the Finalists being evaluated under Stage 3, the Applicant consents to BMO reviewing, collecting and using personal information regarding the Applicant found in publicly available government or other public registries, directories, Internet sites, social media or other publications and submit to a confidential background check to confirm eligibility, to comply with applicable law, and help determine whether the Applicant has: (A) committed an offense involving moral turpitude under federal, state, or local laws; (B) engaged in behavior that may bring the Applicant or BMO into public disrepute, contempt, scandal, or ridicule or otherwise reflect unfavorably upon Applicant or BMO; or (C) engaged in behavior that insults or offense the community or any substantial group thereof. If BMO learns that Applicant has engaged in such behavior, as determined by BMO in its sole discretion, BMO shall have the right, at its sole option, to disqualify the Applicant.

## 8. SUBMISSION REQUIREMENTS AND LICENSE:

BY PARTICIPATING IN THE PROGRAM, THE APPLICANT AGREES (INDIVIDUALLY AND ON BEHALF OF THE APPLICANT'S ELIGIBLE SMALL BUSINESS) THAT ANY AND ALL MATERIALS SUBMITTED TO BMO COMPLY WITH ALL CONDITIONS STATED IN THESE TERMS. THE PROGRAM PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF ANY MATERIALS SUBMITTED TO BMO; AND/OR (II) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY SUCH MATERIALS AND/OR ANY PERSONAL INFORMATION. THE PROGRAM PARTIES SHALL BE HELD HARMLESS BY THE APPLICANT AND THE APPLICANT'S ELIGIBLE SMALL BUSINESS IN THE EVENT IT IS DISCOVERED THAT THE APPLICANT AND/OR THE APPLICANT'S SMALL BUSINESS DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE TERMS. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE PROGRAM AND/OR AWARDING OF ANY GRANTS.

By participating in the Program, each Applicant (individually and on behalf of the Applicant's Eligible Small Business) hereby warrants and represents to BMO that any and all Materials submitted to BMO by the Applicant:

- i. are original to the Applicant and/or that the Applicant has obtained all necessary rights in and to such Materials for the purposes of submitting such Materials to BMO in relation to participation in the Program;
- ii. do not violate any law, statute, ordinance or regulation;
- iii. do not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence;
- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. will not contain, depict, include, discuss or otherwise involve any materials that are or could be considered inappropriate, unsuitable or offensive.

BMO reserves the right, in its sole and absolute discretion at any time, to request an Applicant to modify, edit and/or re-submit any Materials for any reason. If such an action is necessary at any point in time, then BMO reserves the right, in its sole and absolute discretion, to take whatever action it deems necessary based on the circumstances to help ensure that the Program is being conducted in accordance with BMO's interpretation of the letter and spirit of these Terms.

By participating in the Program, each Applicant (individually and on behalf of the Applicant's Eligible Small Business) hereby: (i) grants to BMO, in perpetuity, a non-exclusive, royalty-free, and irrevocable license to publish, display, reproduce, distribute, modify, edit, create derivative works from, or otherwise use all submitted Materials, in whole or in part, for advertising or promoting the Program or for any other reason (including, but not limited to, sharing anonymized information from Applications with external research partners as part of a research study to understand the growth

goals of women-owned businesses), in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes; (ii) waives all moral rights in and to the submitted Materials in favor of BMO (and anyone authorized by BMO to use such Materials); (iii) agrees and consents that BMO and its designees may use the Applicant's name, city, state, likeness, photo, Materials, and/or Grant information in connection with the Program for promotional, advertising, or other purposes, in whole or in part, on a worldwide basis, in any and all media now known or hereafter devised, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law; and (iv) agrees to release and hold harmless the Program Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of the submitted Materials, including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever. If requested, Applicant will sign, and will cause any other persons or entities involved in the creation or authorship of the Materials to sign, any documentation that may be required for BMO or its designees to record and perfect its rights in the Materials and make full and unrestricted use of the Materials.

By participating in the Program, each Applicant (individually and on behalf of the Applicant's Eligible Small Business) hereby understands, acknowledges and agrees that: (i) BMO is not considering any submitted Materials in confidence and that BMO may disclose any submitted Materials in accordance with these Terms and BMO's U.S. Privacy Code (<https://www.bmo.com/en-us/main/about-us/privacy>) (ii) BMO is not, and will not be, bound by any confidentiality obligations, unless specifically stated in a written and signed agreement executed between the Eligible Small Business and BMO; (iii) BMO is not admitting that any submitted Materials are novel, propriety, or original; (iv) any submitted Materials may be similar or identical to projects, products, ideas, or other materials that BMO may already be aware of and/or developed or in the process of developing; (v) BMO is not, and will not be, under any obligation with respect to any submitted Materials, including, but not limited to, to pay any compensation and/or give any credit, unless specifically stated in a written and signed agreement executed between an Eligible Small Business and BMO; and (vi) the forgoing provisions apply equally to any other material(s), idea(s), concept(s) or other property (in any form whatsoever) that an Applicant may submit, or have submitted, to BMO before, on or after participation in the Program.

## 9. GRANTS:

Each confirmed Recipient will be eligible to receive a financial grant (the "**Grant(s)**") by BMO. There will be fifteen(15) Grants available during the Program Period.

### **Top 15**

The fifteen (15) confirmed Recipients will receive:

- \$10,000 USD (payable to the Eligible Small Business);
- One (1) BMO Celebrating Women Personalized Crystal Vase;
- One (1) hour of coaching with a BMO for Women Advocate (currently available to select clients of BMO only);
- Invitation to a BMO webinar series (which will be attended by the Recipients and other individuals as invited by BMO);

- If the Eligible Small Business qualifies, the opportunity to have BMO facilitate membership in certain organizations and/or advisory boards;
- A profile on BMOforWomen.com and certain BMO social channels (as determined by BMO in its sole and absolute discretion); and
- Recipient badge that can be posted on social media (subject to the Eligible Small Business agreeing to the licensing terms provided by BMO)

The total approximate retail value (“**ARV**”) of each Grant is \$10,250.00.

The total ARV of all Grants to be awarded under the Program is \$153,750. Each Grant will be awarded. Recipients will not receive the difference between the actual and approximate retail value. No cash in lieu of any Grant or part thereof will be awarded except in BMO’s sole discretion. No substitution or transfer of a Grant or any part thereof is permitted, except in BMO’s sole discretion. To the fullest extent permitted by law, BMO reserves the right to substitute a Grant, or any component thereof, for another award of equivalent or greater value. All applicable federal, state and local taxes are the sole responsibility of each respective Recipient.

Odds of being awarded a Grant depends on the number and caliber of eligible applications submitted and received in accordance with these Terms. Based on prior experience, BMO anticipates that it will receive approximately 1,000 to 2,000 completed Applications. The actual number of completed Applications that BMO receives in relation to the Program may be greater or lower than this approximation. BMO has previously offered the Program in 2021 and 2022. The 2021 Program resulted in 2.1% of Applicants who submitted completed Applications receiving Grants. The 2022 Program resulted in 1.9% of Applicants who submitted completed Applications receiving Grants. Major restrictions may apply to the use, availability, or receipt of a Grant. Delivery and use of any Grant is subject to the Applicant’s completion of all documentation and conditions required by law or otherwise required by BMO. Contest Persons are not responsible for lost or stolen prizes. Without limiting the generality of the foregoing, before receiving a Grant, the Applicant (individually and on behalf of the Applicant’s Eligible Small Business) will be required to properly execute and return BMO’s formal grant agreement (the “**Agreement**”). The Agreement will require, among other things: (i) certain reporting and spending requirements with regards to how the Grant is being used by the Eligible Small Business; and (ii) agreement to have the Applicant appear in certain publicity and promotional materials and/or events relating to the Program. Recipients may be required by BMO, to the extent permitted by applicable law, to complete, sign, and return an affidavit confirming the Recipient’s eligibility to participate in the Program and a release of liability prior to distribution of the Grant. If the Recipient does not, if applicable, return the completed affidavit or release by the time specified by BMO, then the Grant may be forfeited, and the Grant may be awarded to an alternate Recipient.

Each Grant must be accepted as awarded and is not transferable or assignable (except as may be specifically permitted by BMO in its sole and absolute discretion). The Eligible Small Business will be solely responsible for the reporting and payment of any tax obligations, and the Eligible Small Business may receive an IRS Form 1099 reflecting the final value of any prizes awarded to Recipient by BMO with a total value of \$600.00 or more in a single year, as applicable. Each Eligible Small Business is advised to seek advice from its own legal or tax professionals regarding the tax implications of accepting a Grant.

If any potential Recipient: (a) fails to properly execute and return the Agreement (along with any other information and/or documents that may be required by BMO in its sole and absolute discretion) within the time frame specified by BMO; (b) cannot accept (or is unwilling to accept) the Grant for any reason; and/or (c) is determined to be in violation of these Terms (all as determined by BMO in its sole and absolute discretion); then the Applicant and the Applicant's Eligible Small Business may, in the sole and absolute discretion of BMO, be disqualified (and, if disqualified, will forfeit all rights to a Grant) and BMO reserves the right, in its sole and absolute discretion and time permitting, to select an alternate potential Recipient in accordance with these Terms (in which case the foregoing provisions of this section shall apply to such newly selected potential Recipient).

#### **10. GENERAL CONDITIONS:**

The Program is subject to all applicable federal, state, and local laws. The Program is void where prohibited or restricted by law. The decisions of BMO with respect to all aspects of the Program are final and binding on all participants without right of appeal.

ANYONE DEEMED BY BMO TO BE IN VIOLATION OF BMO'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF BMO AT ANY TIME.

The Program Parties will not be liable for: (i) any failure of any website or any platform; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Materials, URL (and, if applicable, password) and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to any individual's and/or entity's computer(s) or other device(s) related to or resulting from participating in the Program; (v) anyone being incorrectly and/or mistakenly identified as a Grant recipient or an eligible Grant recipient; and/or (vi) any combination of the above.

BMO reserves the right, in its sole and absolute discretion, to require proof (in a form acceptable to BMO): (i) for the purposes of verifying the eligibility and/or legitimacy of any Materials and/or other information entered (or purportedly entered) for the purposes of participating in the Program; and/or (ii) for any other reason BMO deems necessary, in its sole and absolute discretion, for the purposes of administering the Program in accordance with BMO's interpretation of the letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of BMO within the timeline specified by BMO may result in disqualification in the sole and absolute discretion of BMO. The sole determinant of the time for the purposes of the Program will be the official time keeping device(s) used by BMO.

BMO reserves the right to withdraw, amend or suspend the Program (or to amend these Terms) in any way, in the event of any cause beyond the reasonable control of BMO that interferes with the proper conduct of the Program as contemplated by these Terms, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever.

Any attempt to undermine the legitimate operation of the Program in any way (as determined by BMO in its sole and absolute discretion) may be a violation of criminal and/or civil laws and should such an attempt be made, BMO reserves the right to seek remedies and damages to the fullest extent permitted by law.

BMO reserves the right to cancel, amend or suspend the Program, or to amend these Terms, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

By participating in the Program, each Applicant (on her/his own behalf and on behalf of the Eligible Small Business) expressly consents to BMO, its agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Program, as well as marketing and promotional purposes, and in accordance with BMO's U.S. Privacy Code (Available at: <https://www.bmo.com/en-us/main/about-us/privacy/>). This section does not limit any other consent(s) that an individual or entity may provide or have provided to BMO or others in relation to the collection, use and/or disclosure of personal information.



BMO reserves the right, to adjust any of the dates, timeframes and/or other mechanics stipulated in these Terms, to the extent deemed necessary by BMO, for purposes of verifying compliance by any participant, Materials and/or other information with these Terms, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of BMO, in its sole and absolute discretion, affect the proper administration of the Program as contemplated in these Terms, or for any other reason.

In the event of any discrepancy or inconsistency between these Terms and disclosures or other statements contained in any Program-related materials, including, but not limited to: the Website, point of sale, television, print or online advertising and/or any instructions or interpretations of these Terms given by any representative of BMO; the terms and conditions of these Terms shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of participants, BMO or any of the other the Program Parties in connection with the Program will be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to any choice of law or conflict of law principles. The parties hereby consent to the exclusive jurisdiction and venue of the federal, state, and local courts located in Chicago, Illinois with respect to any action to enforce (or otherwise relating to) these Terms or relating to the Program.

The names of each Recipient and the Terms will be posted on Sponsor's website at <https://www.bmo.com/women>. The Recipient list will be posted after Recipient confirmation is complete.