

Terms and conditions for the Facebook Small Business Grant Programme (the "Grant Programme")

By applying to the Grant Programme and/or clicking the "I Accept" button in the application form for the Grant Programme the representative ("**Representative**") of the Grant Programme applicant ("**Applicant**") agrees on behalf of themselves and on behalf of Applicant that they have read, understood and agree to be bound by these terms and conditions (these "**Terms and Conditions**").

The operator of this Grant Programme is Facebook Inc. ("**Facebook**"); the funder of this Grant Programme is Facebook Ireland Limited ("**Facebook Ireland**"); and it is administered by third party service providers, including, without limitation, Deloitte Ireland LLP, acting on Facebook's behalf.

Please read these Terms and Conditions carefully as they are a legal contract between Representative, Applicant and Facebook and govern Applicant's application to, and participation in, the Grant Programme. By applying to the Grant Programme Applicant and Representative:

- a) agree to be bound by all the decisions of Facebook, any selection committees and any other official or service provider appointed by Facebook in connection with the Grant Programme;
- b) represent that Representative is at least eighteen (18) years old and the age of majority in their country of residence;
- c) represent warrant and undertakes that Applicant complies with, and will continue to comply with, the Eligibility Requirements (as set out in condition 1 below) and all applicable laws throughout the duration of the Grant Programme, and if Applicant is successful in being selected for a Grant and (if relevant) Ad Coupons, for the period during which Applicant uses the Grant and (if relevant) Ad Coupons;
- d) represent and warrant that neither Representative or Applicant is located in a country that has been subject to comprehensive sanctions or included on any denied party listing published by the U.S. or EU governmental authorities or the governmental authority of their country of residence; and
- e) represent and warrant that Representative has the full capacity and authority to enter into these Terms and Conditions as an authorised representative of Applicant and to bind Applicant (and be bound) to comply with these Terms and Conditions.

Supplemental Terms and Policies

By entering into the Grant Programme, Applicant and Representative (as relevant), agree to comply with additional terms, including, without limitation, Facebook's [Terms of Service](#), [Facebook Commercial Terms](#) and [Community Standards](#), the Coupon Terms (as defined in condition 7.2 below) and any other such terms and policies that may apply to the Grant Programme from time to time ("**Supplemental Terms and Policies**"). In the event of any conflict between the Supplemental Terms and Policies and these Terms and Conditions, the Supplemental Terms and Policies take precedence.

The Grant and Ad Coupons

The purpose of the Grant Programme is to help support small and medium businesses who need assistance due to the adverse effects of Coronavirus (COVID-19). Such support includes:

- a) a cash grant to the value of Nigerian Naira 400,128.00 to be used by small and medium businesses to help alleviate such adverse effects (each a "**Grant**"); and
- b) if applicants opt-in to receive them, Facebook ad coupons to the value of Nigerian Naira 240,077.00 (each an "**Ad Coupon**").

See condition 7 for further details concerning use of the Grant and Ad Coupons.

1. Eligibility

1.1. For Applicant to be eligible to apply to the Grant Programme:

- (a) Representative must be at least 18 years old and the age of majority in their country of residence and legally resident within the eligible country listed in paragraph (c) below and be the founder, or business owner of Applicant;
 - (b) Representative must not have been convicted of any of the following criminal offences: (i) arson; (ii) aggravated assault and/ or aggravated battery, actual bodily harm, grievous bodily harm, assault and/ or battery against a minor; (iii) bribery, corruption, extortion and/ or blackmail; (iv) burglary; (v) counterfeiting and/ or forgery; (vi) any drug related offence; (vii) any type of fraud or embezzlement; (viii) robbery or other type of larceny; (ix) hacking or other cyber crimes; (x) money laundering or terrorist financing; (xi) murder; (xii) manslaughter; (xiii) human trafficking; (xiv) kidnapping and/ or abduction; (xv) sexual assault and/ or rape; or (xvi) animal cruelty;
 - (c) the eligible country is: Nigeria;
 - (d) Applicant must be a small and medium sized business established/incorporated/registered and operating in the eligible country listed in paragraph (c) above; (ii) is operating as a "for profit" business; (iii) has between two (2) and fifty (50) employees; and (iv) has been established for a minimum of one (1) year, and can provide proof of establishment for a minimum of one (1) year via relevant legal documents (including, without limitation, those documents referred to in condition 3.3(d) below);
 - (e) Applicant must satisfy the eligibility requirements and application criteria set out in the application process on the Website, and demonstrate that its business has been adversely affected by Coronavirus (COVID-19);
 - (f) Applicant and Representative must successfully pass various background and verification checks (including, without limitation, those checks referred to in these Terms and Conditions) and provide all documentation requested as part of the application on the Website to show proof of business status (as set out in condition 3.3 below);
 - (g) Applicant must not be owned by (either in whole or in part) nor employ any individual who: (i) is an employee or agent of Facebook, Deloitte Ireland LLP, Quest Computing Limited (a service provider to Deloitte Ireland LLP), or any of their subsidiaries or affiliated companies, or anyone otherwise connected with the operation or fulfilment of the Grant Programme; and/or (ii) has any immediate family or member of their household (including, but not limited to, a spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law) who is an employee or agent of Facebook, Deloitte Ireland LLP, Quest Computing Limited, or any of their subsidiaries or affiliated companies, or anyone otherwise connected with the operation or fulfilment of the Grant Programme;
 - (h) Applicant must not be owned or controlled by (either in whole or in part) any individual who: (i) is an official, employee, representative or anyone else acting in an official capacity for or on behalf of a government, government agency, or other administrative authority or judicial or quasi-judicial body (whether elected or appointed, including for example, legislators, regulators, police, members of the military, judges, tribunal members, federal, state or local council members), state-owned/controlled enterprises (including for example, executives at state-controlled companies), political parties or campaigns, public international organisations (including for example, U.N. officials), and candidates for public office (collectively "**Government Official**"); and/or (ii) has any immediate family or member of their household (as defined in paragraph (g)(ii) above (a spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law)) who are a Government Official ; and
 - (i) Applicant must not be focused on any of the following activities: (i) proselytizing; and/or (ii) political lobbying or campaign activities (e.g. on behalf of an active candidate for elected office),
- (together the "**Eligibility Requirements**").

2. **No guarantee for applicants**

Note that even if Applicant and Representative fulfil the Eligibility Requirements, this does not guarantee that Applicant will be selected for a Grant and/or Ad Coupons. Meeting the Eligibility Requirements does not automatically result in approval for a Grant and/or Ad Coupons.

3. **Applying to the Grant Programme and applying for Ad Coupons**

3.1 The Grant Programme commences at:

- (a) for North East, North West and South East Nigeria, 14.00 local time on 24 August 2020 and all applications must be received by 17.00 local time on the closing date of 2 September 2020 (or at a later date subject to Facebook's sole discretion); and
- (b) for South West, South South and North Central Nigeria, 14.00 local time on 26 August 2020 and all applications must be received by 17.00 local time on the closing date of 4 September 2020 (or at a later date subject to Facebook's sole discretion),

(each an "**Application Period**").

3.2 Grant Programme applications must be made on: <https://everest.apply-aims-grants.com/aims/portal/selected-country?country=NG> (the "**Website**").

3.3 To apply to the Grant Programme, Applicants' Representatives must, during the relevant Application Period:

- (a) complete the eligibility questionnaire published on the Website; and if eligible
- (b) create an account on the Website and sign-in to the Grant Programme application;
- (c) complete and submit the application form published on the Website, including explaining how Applicant has been negatively affected by Coronavirus (COVID-19); and
- (d) provide all documentation required by the application form on the Website to prove Applicant's eligibility to apply to the Grant Programme and compliance with the Eligibility Requirements. Such documentation may include, but is not limited to: (i) latest annual return, (ii) business registration/business license, (iii) partnership agreement, and (iv) most recent financial statement.

3.4 Applications submitted by any other means will not be accepted. Use of script, macro or any automated system to apply to the Grant Programme is prohibited and applications made (or which appear to have been made) using any such system may be treated as void. Any illegible, incomplete or fraudulent applications will be rejected. Applicants may make a maximum of one (1) application into the Grant Programme and Representatives may make a maximum of one (1) application to the Grant Programme on behalf of an applicant. Any applications in addition to this will result in disqualification of additional applicant(s). Applicants may only receive one (1) Grant and/or set of Ad Coupons. Facebook will not be responsible for any lost, damaged, defaced, incomplete, illegible or otherwise unreadable applications.

3.5 In completing and submitting an application to the Grant Programme through the Website, Applicant and Representative agree to:

- (a) in a timely manner, provide true, accurate, current and complete information about Applicant's and Representative's eligibility in compliance with the Eligibility Requirements;
- (b) maintain and promptly update any such application information as necessary to ensure Applicant and Representative continue to satisfy the Eligibility Requirements; and
- (c) at all times, cooperate with Facebook and any third party service provider acting on Facebook's behalf.

3.6 Facebook will, via its third party service provider, contact certain applicants at a later stage to enable them to apply for Ad Coupons by providing certain information, including, without limitation, applicant's or representative's Facebook ad account details, Facebook ID, Instagram ID and/or Facebook Page ID, to Facebook, or by registering for a new Facebook ad account. If Applicant does apply for Ad Coupons with an existing Facebook ad account, Applicant and/or Representative must also pass certain Facebook checks to be eligible to receive Ad Coupons and a Grant in addition to any verification and background checks referred to in these Terms and Conditions. If either Applicant or Representative fail any verification and background checks, including, without limitation, those explicitly referred to in these Terms and Conditions, Applicant will no longer be eligible to receive Ad Coupons and a Grant.

3.7 At all times, Facebook reserves the right to require Applicants and/or Representatives to prove that they are, and continue to be, eligible to enter the Grant Programme, and Representative and Applicant agree to provide any such further information requested by Facebook (or any third party service provider acting on Facebook's behalf) (including, if required, obtaining such information from third parties) promptly and within the timeframes specified by Facebook (or any third party service provider acting on Facebook's behalf).

3.8 If Applicant is found to be ineligible at any time or is otherwise suspected by Facebook of being in breach of these Terms and Conditions, Facebook reserves the right to award the Grant and/or Ad Coupons to another applicant and to require the return of any Grant and/or Ad Coupons already awarded to Applicant.

4. Selection and verification and screening checks

4.1 After the relevant Application Period, each properly submitted application that complies with the Eligibility Requirements will be auto-scored using an auto-scoring model; and then undergo a number of verification checks to create a list of applicants' applications that will be reviewed and ranked by a selection panel who are independent of Facebook who will then select a short-listed number of eligible applicants ("**Ranked Applicants**").

4.2 Decisions to select Ranked Applicants will be based on objective assessment criteria concerning the impact and need of each applicant.

4.3 All decisions of the independent selection panel regarding applications and ranking of the Ranked Applicants are final and not subject to appeal by Applicant. Applicant acknowledges and agrees that Facebook and/or any third parties engaged by Facebook (including, but not limited to, the independent selection panel) are not obliged to provide any information relating to the decision of whether to rank an applicant or not.

Ranked Applicants will be notified of their success in progressing to the next stage of the application process via the email address provided on application. Ranked Applicants will then be asked to provide: (a) business bank account details of Ranked Applicant (including, without limitation IBAN (where available) and BIC number); and (b) photo identification and proof of address of all shareholders who own 20% or more than 20% of Ranked Applicant's business. Ranked Applicants must then subsequently successfully pass all verification and screening checks required by Facebook and Deloitte Ireland LLP in order to be formally selected for a Grant and (if relevant) Ad Coupons, including, but not limited to: (a) legal checks; (b) sanction checks; (c) adverse media checks; (d) anti-money laundering checks (AML) – business and personal; (e) background checks; and (f) (if relevant) Facebook business integrity checks. Those Ranked Applicants that provide legal and valid banking details and successfully pass all the aforementioned verification and screening checks will be the verified applicants eligible for a Grant and (if relevant) Ad Coupons ("**Verified Applicants**"). If Applicant fails to provide any of the requested information in order for Facebook and Deloitte Ireland LLP to conduct the aforementioned verification and screening checks within the deadlines set by Facebook and Deloitte Ireland LLP, then Applicant will no longer be eligible to receive a Grant and Ad Coupons. Note that even if a Ranked Applicant passes all the aforementioned verification and screening checks this does not guarantee that it will be a Verified Applicant.

5. **Agreement to additional agreements**

Applicant acknowledges that if it is successful in being selected as a Verified Applicant, it will be required, within a specified timeframe, to enter into additional agreements or supplementary terms as a condition of receiving the Grant and/or Ad Coupons. Such additional agreements include, without limitation, the Facebook Small Business Programme Grant Recipient Letter of Offer (the "**Letter of Offer**"), which requires Verified Applicants to re-affirm their compliance with the Eligibility Requirements and re-affirm the liability and publicity provisions set out in these Terms and Conditions. If Applicant refuses to enter into the Letter of Offer or such additional agreements or supplementary terms, Applicant will no longer be eligible to receive a Grant and/or Ad Coupons.

6. **Allocation of the Grant and/or Ad Coupons**

6.1 Verified Applicants will be notified by the email address provided on application that they have been formally selected for a Grant and (if relevant) Ad Coupons ("**Final Stage Applicants**") subject to final banking checks and signing and returning the Letter of Offer. Final Stage Applicants will be required to return a signed Letter of Offer in the electronic format specified, and pass final banking checks, in order to receive the Grant and/or Ad Coupons. Final Stage Applicants may be required to submit valid identification before receiving their Grant and/or Ad Coupons.

6.2 Once a Final Stage Applicant has passed final banking checks and provided the signed Letter of Offer to Facebook, the Grant will be transferred to the Final Stage Applicant's bank account via a third party service provider on behalf of Facebook Ireland (the funder of the Grant Programme), and Facebook Ireland will apply the Ad Coupons to the Facebook ad account provided by the Final Stage Applicant when it opted-in to receive Ad Coupons.

6.3 If any emails or other communications to Applicant (if they are a Final Stage Applicant) are returned as undeliverable, Facebook reserves the right to award the Grant and/or Ad Coupons to another applicant. If Applicant fails to provide the requested details to claim its Grant and/or Ad Coupons by the date specified in the notification of being a Final Stage Applicant, Facebook reserves the right to award the Grant and/or Ad Coupons to another applicant.

6.4 To the fullest extent permissible under applicable law, Applicant is responsible for paying all associated costs that are not specifically stated in these Terms and Conditions, including (where applicable) bank charges, national and/or local tax liabilities incurred in claiming or using the Grant and/or Ad Coupons, as well as any interest, penalties and addition to tax. Facebook and Facebook Ireland (the funder of the Grant Programme) reserve the right to deduct and withhold any sums granted under the Grant Programme where required by applicable law. Applicant will on demand indemnify Facebook and Facebook Ireland against any such amounts, including any interest and penalty which may be incurred by reason of the failure to make such payments, deductions or withholdings.

6.5 Where relevant, Applicant acknowledges that the total of the Grant provided to Applicant, if it is a Final Stage Applicant, may be impacted by foreign exchange fluctuations and Applicant agrees that Facebook and Facebook Ireland are not responsible or liable to Applicant for any shortfall in the Grant amount resulting from such foreign exchange fluctuations.

6.6 The Grant and Ad Coupons are as stated and are non-exchangeable and non-transferable. There is no cash or other alternative to the Ad Coupons in whole or in part. By participating in the Grant Programme, Applicant agrees that the Grant and Ad Coupons are awarded on an "as is" basis, and that neither Facebook nor any of its subsidiaries or affiliated companies, make any representations or warranties of any nature with respect to the Grant and Ad Coupons.

6.7 In the event that, for reasons beyond Facebook's reasonable control, Facebook is unable to award the Grant and/or the Ad Coupons as described in these Terms and Conditions, Facebook reserves the right to offer an award of a similar nature and an equivalent value.

6.8 Facebook and Facebook Ireland reserve the right to deny distribution of any Grant and/or Ad Coupons where required by applicable law.

6.9 Applicant acknowledges that receiving a Grant and/or Ad Coupons does not confer upon it any special recognition, endorsement or affiliation with any Facebook.

7. Use of the Grant and/or Ad Coupons

7.1 Applicant will not use the Grant and/or Ad Coupons provided under the Grant Programme for, or in connection with (including by running ads), the following purposes or business activities (including relating to their production, development, promotion, sale or distribution): (i) to directly or indirectly, to influence legislation, to influence the outcome of any specific public election or to carry on any voter registration drive; (ii) to induce or encourage violations of law or public policy or to cause any improper private benefit to occur; (iii) to provide tuition, medical expenses, or other economic benefits to a donor, donor advisor or any member of a donor's or donor advisor's family; (iv) tobacco and related products, recreational drugs, unsafe supplements, or alcohol; (v) weapons, ammunition, or explosives; (vi) adult products or services; (vii) penny auctions or multilevel marketing models; (viii) third-party infringement payday loans, paycheck advances, or bail bonds; (ix) discriminatory advertising; (x) religious advertising; (xi) social issues, elections or politics; (xii) state lotteries; (xiii) cosmetic procedures or weight loss; (xiv) real money gambling; (xv) any activity that would violate applicable laws, including any activity that would constitute bribery, an illegal kickback, an illegal campaign contribution, or any other violation of applicable anti-corruption laws or equate to political activity; (xvi) proselytizing; or (xvii) political lobbying or campaign activities (e.g. on behalf of an active candidate for elected office).

7.2 To the extent Applicant opts in to receive Ad Coupons as part of the Grant Programme, Applicant acknowledges and agrees that the Ad Coupons may be only used only for future purchases of advertising inventory from Facebook through Facebook's online self-service tool (subject to Facebook's standard applicable terms) for display on the Facebook platform (including Instagram) to advertise Applicant's products or services. Unless expressly authorised by Facebook, the Ad Coupons cannot be used to fulfil (or set off) outstanding debts or fees. The Ad Coupons must be used within ninety (90) days of issuance. Receipt and use of any Ad Coupons is subject to Facebook's internal eligibility standards and the terms and conditions currently located at <https://www.facebook.com/legal/couponterms> (the "Coupon Terms"). The Coupon Terms are considered part of the Supplemental Terms and Policies. Ad Coupons cannot be used for ads that would be classified as ads about social issues, elections or politics under Supplemental Terms and Policies as described at <https://www.facebook.com/business/help/167836590566506?id=288762101909005> . Ad Coupons are deducted as the first form of payment once they are activated within an applicant's account.

7.3 As a condition of receiving the Grant, Applicant agrees to maintain records of receipts and expenditure of the Grant and make such records available to Facebook for inspection promptly upon request.

7.4 If Applicant is:

(a) the subject of a bankruptcy order or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors, or goes into liquidation either voluntary (otherwise than for solvent reconstruction or amalgamation) or compulsory, or a receiver or administrator is appointed over its assets, or it suffers any analogous act, dissolves, ceases or threatens to cease to carry on business or ceases to exist; or

(b) is for any reason unable to use the Grant in accordance with these Terms and Conditions, then Applicant shall promptly return to Facebook the balance of the Grant.

8. Intellectual property rights

8.1 All intellectual property rights vesting in the Website and the Grant Programme shall remain the property of Facebook, and nothing in these Terms and Conditions shall be deemed or construed as an assignment by Facebook to Applicant or Representative of any intellectual property rights owned by Facebook. Applicant and Representative agree that they will not remove, alter or obscure any copyright, trade mark, service mark, or other intellectual property rights in or accompanying the Website and the Grant Programme.

8.2 Applicant and Representative hereby grant to Facebook and its affiliates from time to time a royalty-free, non-exclusive, perpetual, worldwide, irrevocable and assignable licence and all necessary permissions and/or consents required (with full right to sub-licence) to use (including, but not limited to, use in Facebook's or its affiliates' marketing and promotional materials related to the Grant Programme), copy, reproduce, distribute, exploit, modify and alter any content submitted by Applicant/Representative in their application to the Grant Programme and any responses to any Grant Programme survey completed by Representative, including but not limited to name, business name, trade marks, logos and brands, copyright and other intellectual property rights vesting in Applicant's application to the Grant Programme and Grant Programme survey responses ("**Application Content**"). Applicant and Representative acknowledge and agree that nothing contained in these Terms and Conditions obliges Facebook and its affiliates to make any use of the Application Content and hereby waive any right to inspect or approve any such use of the Application Content.

8.3 Applicant and Representative hereby represent and warrant that Applicant has all rights necessary to grant the rights provided for in condition 8.2, and that all Application Content, and any use of such Application Content by or on behalf of Facebook and its affiliates, complies with all applicable laws, rules, and regulations and does not infringe or otherwise violate the intellectual property or other rights of any third party.

8.4 Furthermore, Applicant and Representative represent and warrant that Applicant has obtained all rights, licences, and permissions necessary, in writing, from any person who may have helped create and/or be featured in the Application Content and that the Application Content fully complies with these Terms and Conditions and the Application Content: (a) is Representative's original work and does not include the work of a third party, or if it does include such work that Applicant has obtained all rights, licences, and permissions necessary, in writing; (b) has not previously been submitted in any other grant application and has not won an award or grant of any kind; (c) does not contain any use of the names, likenesses, photographs, or other identifying elements, in whole or in part, of any person, living, or dead without permission (proof of which must be provided to Facebook upon request); (d) does not include trade marks, logos, or copyright protected material which belongs to third parties without permission (including, but not limited to, company names, music, photographs, motion picture or television programme clips or audio tracks, works of art, or images published on or in websites, television, movies, or other media); (e) is not subject to any third party agreements and Facebook will not be required to pay or incur any sums to any person or entity as a result of its use (as set out in these Terms and Conditions) or the exploitation of the idea or video or rights therein; (f) does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of Facebook, its affiliates, or any other individuals and/or entities (the determination of which shall remain in the sole discretion of Facebook); (g) does not contain pornographic or sexual content, hateful or discriminatory content of any kind (including racism, sexism, etc.); (h) does not contain content which promotes violence or harm to another living creature or any other offensive, obscene or inappropriate content (the determination of which shall remain in the sole discretion of Facebook); (i) does not include threats of any kind or anything that may intimidate, harass, or bully anyone, or invade the privacy of any person (the determination of which shall remain in the sole discretion of Facebook); (j) does not violate any applicable local state, provincial, national or international law or include any content that would encourage or provide instructions for a criminal offence; (k) does not feature, refer to, or mention any brands competing with Facebook or its affiliates; and (l) does not contain any known virus, trojan horse, worm, trapdoor or similar software that may in any way infect or affect any of Facebook's hardware or software systems, including the Website. Facebook reserves the right to remove or temporarily suspend from the Grant Programme any Application Content submitted if they suspect any breach of these Terms and Conditions or if they receive any complaint from a third party relating to such Application Content.

9. Data protection

Unless stated otherwise during the application process, all personal data supplied by Representative during the course of the Grant Programme will only be processed in accordance with the Facebook Data Policy available at: <https://www.facebook.com/policy.php>.

10. Applicant indemnity

10.1 Applicant agrees to indemnify Facebook and its respective parents, subsidiaries, affiliates, officers, directors, employees, agents, representatives, partners and licensors (collectively the "**Indemnified Parties**") and keep the Indemnified Parties indemnified in full on demand and hold them harmless against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines attributable to any act, omission, default, delay, negligence or breach of statutory duty by or on the part of Applicant or Representative and suffered or incurred by the Indemnified Parties arising out of or in connection with:

(a) any claim made against any of the Indemnified Parties by a third party arising out of or in connection with Applicant's Application Content, including but not limited to, any claim that the Application Content infringes a third party's intellectual property rights or any other rights (including, but not limited to, rights of privacy);

(b) Applicant's or Representative's failure to comply with any applicable laws, rules or regulations; and

(c) Applicant's or Representative's actual or alleged breach of any provision of these Terms and Conditions.

10.2 The obligations in this condition 10 shall survive the expiry of termination of these Terms and Conditions (howsoever arising).

11. **Limitation of liability**

11.1 Applicant and Representative agree that Facebook is not responsible for the actions, services, content or data of third parties and hereby releases Facebook from any claims and damages, known or unknown, arising out of or in any way connected with any claim that they or either of them have against any such third parties.

11.2 Nothing in these Terms and Conditions shall limit or exclude liability for:

- (a) any party's liability for death or personal injury caused by its negligence;
- (b) any party's liability for fraud or fraudulent misrepresentation; or
- (c) any party's liability that cannot, as a matter of law, be limited or excluded.

11.3 Subject to condition 11.2, the Facebook shall not be liable in respect of the following loss or damage, whether arising in tort (including negligence), contract or breach of statutory duty, even if foreseeable by Applicant or Representative:

- (a) any loss of profits, business, contracts, anticipated savings, wasted expenditure or revenue, in each case regardless of whether any of these losses or damage are direct, indirect or consequential; or
- (b) any indirect or consequential loss or damage whatsoever.

11.4 Subject to condition 11.2, Facebook's maximum aggregate liability arising out of or in connection with these Terms and Conditions and the Grant Programme, whether in contract, tort (including negligence) or otherwise, shall not exceed one hundred US dollars (\$100).

11.5 The obligations in this condition 11 shall survive the expiry of termination of these Terms and Conditions (howsoever arising).

12. **Dispute Resolution**

12.1 THE GRANT PROGRAMME, THE WEBSITE AND THESE TERMS AND CONDITIONS AND ANY DISPUTE ARISING UNDER OR RELATED THERETO (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT, OR OTHERWISE) WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA, WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES OR RULES THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. ANY LEGAL ACTIONS, SUITS OR PROCEEDINGS RELATED TO THE GRANT PROGRAMME, THE WEBSITE AND THESE TERMS AND CONDITIONS (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT, OR OTHERWISE) WILL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN OR HAVING JURISDICTION OVER SAN MATEO COUNTY, CALIFORNIA, USA, AND APPLICANT AND REPRESENTATIVE ACCEPT AND SUBMIT TO THE PERSONAL JURISDICTION OF THOSE COURTS WITH RESPECT TO ANY LEGAL ACTIONS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATED TO THE GRANT PROGRAMME, THE WEBSITE AND THESE TERMS AND CONDITIONS.

12.2 Except where prohibited by law, any and all disputes, claims, and causes of action between Applicant and/or Representative and Facebook arising out of or in connection with the Grant Programme, the Website or these Terms and Conditions must be resolved individually, without resort to any form of class action.

13. **Miscellaneous**

13.1 Facebook reserves the right to modify, cancel, terminate or suspend the Grant Programme in whole or in part, at its sole discretion and with prior notice, including if it believes the Grant Programme is not capable of being conducted as specified within these Terms and Conditions or in the event of a virus, a computer bug or unauthorized human intervention or any other cause that is beyond the reasonable control of Facebook that could corrupt or affect the administration, security, impartiality or normal course of the Grant Programme.

13.2 If Applicant or Representative applies or attempts to apply to the Grant Programme in a manner, which in Facebook's reasonable determination is contrary to these Terms and Conditions or by its nature is unjust to other applicants (including without limitation tampering with the operation of the Grant Programme, cheating, hacking, deception or any other unfair practices such as intending to annoy, abuse, threaten or harass any other applicants or Facebook and/or any of its agents or representatives) may be rejected from the Grant Programme at Facebook's sole discretion. Furthermore, where such actions have significantly impaired the Grant Programme, Facebook may, at its sole discretion, add further stages to the Grant Programme as it deems necessary in order to resolve any problems arising as a result of such actions.

13.3 All Facebook's and any third party service provider's decisions in relation to the Grant Programme are final and Facebook will not enter into any correspondence with Applicant or Representative.

13.4 Facebook reserves the right to modify these Terms and Conditions, in whole or in part, at its sole discretion. Any updates will be posted on the Website and continued participation in the Grant Programme by Applicant will constitute acceptance by Applicant and Representative of such changes. Representative agrees to check the Website regularly to view the current version of these Terms and Conditions.

13.5 Except as expressly provided in these Terms and Conditions, the rights, powers and remedies conferred on any party by these Terms and Conditions are cumulative and are additional and without prejudice to any right, power or remedy which it may have under general law or otherwise.

13.6 Facebook shall not be in breach of these Terms and Conditions, or otherwise liable to any party, by reason of any delay in performance or non-performance of any of its obligations under these Terms and Conditions, to the extent that such delay or non-performance is due to any circumstances beyond its reasonable control (including but not limited to fire, flood, earthquake, elements of nature, acts of God, pandemic, acts of war, terrorism, riots, civil disorders, rebellions and revolutions, failures of power or other utilities).

13.7 These Terms and Conditions and the Supplemental Terms and Policies set out the entire agreement and understanding between Applicant, Representative and Facebook and supersedes all prior agreements, understandings or arrangements (whether oral or written) in respect of the subject matter of these Terms and Conditions.

13.8 Applicant and Representative each acknowledge that they have entered into these Terms and Conditions in reliance only on the representations, warranties, promises and terms contained or expressly referred to in these Terms and Conditions and, save as expressly set out in these Terms and Conditions, Facebook shall not have any liability in respect of any other representation, warranty or promise made prior to the date of these Terms and Conditions unless it was made fraudulently.

13.9 Applicant and Representative may not assign, transfer, charge or otherwise encumber, or deal in any other manner with these Terms and Conditions or any right, benefit or interest under them, or subcontract any of their obligations under them, without the prior written consent of Facebook. All of Facebook's rights and obligations under these Terms and Conditions are freely assignable by Facebook.

13.10 No express condition of these Terms and Conditions nor any term implied under them is enforceable by any person who is not a party to them.

13.11 To the extent that any provision of these Terms and Conditions is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of these Terms and Conditions, it shall not affect the enforceability of the remainder of these Terms and Conditions nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction. If any provision is found by any court that it is invalid, unlawful or unenforceable ("**Void Clause**"), such provisions shall (as far as reasonably possible) be replaced by clauses which (i) carry out the same economic effect of the Void Clause and (ii) have not been found by any court to competent authority to be invalid, unlawful or unenforceable.

13.12 No single or partial exercise, or failure or delay in exercising any right, power or remedy by Facebook shall constitute a waiver by Facebook of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these Terms and Conditions or otherwise.

13.13 Representative and Applicant shall execute such documents and take such steps as Facebook may reasonably require to fulfil the provisions of and to give to Facebook the full benefit of these Terms and Conditions.

13.14 Nothing in these Terms and Conditions or in any document referred to in them or in any arrangement contemplated by them shall create a partnership or joint venture between any of Applicant, Representative and Facebook and save as expressly provided in these Terms and Conditions, neither Applicant nor Representative shall enter into or have authority to enter into any engagement, or make any representation or warranty on behalf of, or pledge the credit of, or otherwise bind or oblige Facebook.

13.15 Facebook reserves all rights not expressly granted under these Terms and Conditions.

14. **Questions, Complaints, Claims**

If Applicant or Representative has any questions, complaints or claims with respect to the Website, the Grant Programme, or these Terms and Conditions, please contact fbgrants@deloitte.ie.