

CulturaGo Grant - Summer '23
Official Rules

NO PURCHASE IS NECESSARY TO ENTER. APPLICATION FOR THIS GRANT CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES.

1. GRANT PURPOSE. The purpose of this Grant is to help remove the cost of preparing your students for the culture of their travel destination, particularly for those that are underrepresented within Study Abroad and International Higher Education, through CulturaGo's courses.

CulturaGo's mission is to increase the number of students that can benefit from its cultural preparation materials and thus support those with minority identities to prepare for and succeed abroad.

In particular, we encourage applications from institutions (or organizations) running initiatives that specifically aim to support students who identify as women and gender non-conforming; candidates who are first-generation students; students who identify as Black, Indigenous / First Nation and of Color (BIPOC), including Latinx, Asian and Native Hawaiian / Pacific Islander students; and students who identify as LGBTQIA2S+ (Lesbian, Gay, Bisexual, Trans*, Queer, Intersex, Asexual and Two-Spirit).

2. BINDING AGREEMENT. These Official Rules ("Rules") will provide you with the information you need to successfully apply for the **CulturaGo Grant - Summer '23** ("Grant"). These Rules form a binding contract between CulturaGo, Inc. and your institution (or organization) as an applicant for the Grant.

By applying for the Grant, you agree to be bound by these Rules. If you breach a provision of these Rules, you will forfeit your application. All decisions of Sponsor (defined below) on all matters pertaining to the Grant are final and binding. If you have questions, please contact Sponsor at partner@culturago.com.

Furthermore, by applying for the CulturaGo Grant, you agree to the following:

- It is your responsibility to introduce the courses to your students or users at least 2 weeks prior to their departure.
- It is your responsibility to remind your students or users of the opportunity to enroll and engage in the courses on 2 occasions: once ~7 days before departure and once within 2 weeks of arrival.
- Your institution (or organization) will be publicly acknowledged by CulturaGo as a recipient of the grant, and will promote its participation via engagement through the official website, blog and social media channels of your institution (or organization).
- You and/or your faculty agree to provide feedback to CulturaGo via a short survey, as well as a 30-minute online 1-on-1 interview.

3. ELIGIBILITY. To be eligible to apply for the Grant and/or receive a Grant award, as of the beginning of the Term (defined below), you must: (i) submit an application as described below, (ii) represent an institution (or organization) as described below, that serves students that fall within the aforementioned minority identities (see Grant Purpose section above).

CulturaGo welcomes applications from a wide range of schools and companies, across any location in the world:

- State Universities
- Minority-serving colleges and universities (MSIs)
- Liberal Arts Colleges
- Community Colleges
- Consortiums
- Nonprofit companies
- Private Colleges and Universities
- Private companies, e.g. Study Abroad providers

We are looking for passionate applicants within these categories that understand and value the power of intercultural learning, want to support their students or participants, but do not currently have the resources or allocated budget to do so.

4. TERM. Applications will open at 12:00 AM (SAST TIME) on 14 March 2023, and end at 11:59 PM SAST Time) on 7 April 2023 (the “Term”). Sponsor’s computer, or that of its designee, shall serve as the official timekeeper for the Grant. Participants are responsible for determining appropriate start and end times in their local time zone. Any applications received outside the Term will be void.

5. SPONSOR. CulturaGo, Inc., 651 North Broad Street, Middletown, Delaware, 19709, USA. is the “Sponsor” of the Grant (“Sponsor” or “CulturaGo”).

6. TO APPLY. To apply for Grant during the Term, you must submit your entry as follows:

A. Application Form. Applicants must fill out: <https://forms.gle/vV3heyvtFuT8NiGF8> .

B. Judging Criteria.

- Grant judging will be conducted by CulturaGo’s management team, as well as audited by 2 external consultants within the international education community.
- Applicants will be judged on their ability to demonstrate a need within their student body for destination-specific intercultural and inter-identity learning materials, as well as on their perceived ability to integrate these effectively into their programs.

7. ELECTRONIC COMMUNICATIONS. By participating in the Grant and submitting your Grant application, you agree to communicate for the purposes of this Grant with Sponsor electronically. By agreeing to do business electronically, you: (i) agree that your consent to these Rules is a binding form of your electronic signature, which you agree binds you to these Rules; (ii) represent that you have Internet access and a valid email address enabling you access to the Grant website and to receive communications and documents electronically. This consent is effective unless and until you withdraw it. You may withdraw your consent to electronic communication and delivery of documents, update your contact information, or request a free paper copy of these Rules at any time by contacting Sponsor as set forth in these Rules. The sponsor will send you a confirmation notice once Sponsor has processed your change request.

8. SELECTION AND NOTIFICATION. On or about 7 April 2023, the judges will review the applications for all eligible entrants and will select ten (10) potential successful applicants who will be notified by Sponsor via email on or about 14 April 2023. These applicants will have seven (7) days from notification to claim their Grant award. The notification from Sponsor will include instructions on how to claim the

Grant award. The failure to follow such instructions may result in disqualification and selection of an alternate applicant from all remaining eligible applications. Sponsor is not liable for unsuccessful efforts to notify a potential successful applicant. No award transfer, assignment, or substitution by the successful applicant is permitted who shall be solely responsible for any taxes, fees, duties, and surcharges on the Grant award. If, in Sponsor's sole discretion, a potential successful applicant declines the Grant award, fails to claim it or ignores the notification, is unavailable for award fulfillment, fails to abide by the Rules, or is ineligible, Sponsor may select an alternate successful applicant from all remaining eligible applications. Sponsor reserves the right to substitute Grant awards of equal or greater value. You, as a participant, agree to: (i) be bound by these Rules; and (ii) the transfer of your personal information and your application to the United States, where Sponsor's data processors are located.

9. Grant AWARDS. Ten (10) potential successful applicants will each receive:

- Up to 1000 logins (valued at \$40,000.00) for CulturaGo's courses valid for the period 14 April '23 - 31 June '23 (once redeemed, students have lifetime access).
- Supporting content and material used to seamlessly integrate the courses into your pre-departure processes.
- Insight into the learner's experience and impact of CulturaGo's courses.
- Each learner will receive a completion certificate upon successful completion of the course.

The total ARV of all Grant awards potentially awarded is up to USD \$40,000.00 as of 1 March '23. Sponsor reserves the right to not seek an alternate potential successful applicant in the event that the applicant originally selected ignores the award notification, is disqualified, or is unable to accept the awards, at Sponsor's sole discretion. Grant awards are non-transferable and are not redeemable for cash. No award substitutions are allowed, except that Sponsor reserves the right, in its sole discretion, to substitute an award of equal or greater value if advertised awards become unavailable. Awards may not be sold, bartered, or exchanged by any successful applicant. All details of any awards not specified herein shall be determined solely by Sponsor. By accepting an award, each successful applicant acknowledges compliance with these Rules.

10. LICENSE. Except where prohibited by law, by participating in the Grant and/or accepting any awards, you grant to Sponsor the right, without limitation, to use the name, city, state/province, country, likeness, and/or photo of your institution (or organization), for promotional, advertising, or other purposes in any media now known or hereinafter developed, including, but not limited to, Sponsor's website(s) and/or social media account(s), worldwide, without additional compensation or notification. Notwithstanding the foregoing, you may decline such use by notifying Sponsor at partner@culturago.com.

11. RIGHT TO DISQUALIFY, MODIFY, CANCEL, OR SUSPEND. If for any reason this Grant is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity, fulfillment, or proper conduct of the Grant, Sponsor reserves the right, in its sole discretion, to terminate, modify, or suspend the Grant and to select the successful applicants(s) from those eligible applications received up to the time of the termination/suspension. Sponsor may also disqualify or prohibit an applicant from participating in the

Grant or being granted awards in this or any other Grant or promotion conducted by Sponsor if, in its sole discretion, it determines that said applicant has violated the Rules or has threatened or is attempting to undermine the legitimate operation of the Grant by cheating, hacking, deception, or other unfair or abusive practices (including the use of automated quick-entry programs), or is intending to annoy, abuse, threaten, or harass any other applicants or Sponsor's representatives. ANY ATTEMPT BY AN APPLICANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE Grant MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH APPLICANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

12. RELEASE. Except where prohibited by law, by participating, applicants, and successful applicants(s) agree to release Sponsor, affiliates, subsidiaries, and agencies, and each of their respective employees, agents, and officers, as well as all others associated with the development and execution of this Grant (the "**Grant Entities**"), from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Grant or receipt or use or misuse of any awards. The potential successful applicant may be required to complete an affidavit of eligibility, a liability release, and (where legal) a publicity release, which must be returned within the time period specified by Sponsor in the notification. If documents are not timely returned, or if any notification or awards are returned as non-deliverable, or if a potential successful applicant is found to be ineligible or not in compliance with these Rules, the awards may be forfeited and an alternate potential successful applicant may be selected.

13. LIMITATION OF LIABILITY. EXCEPT WHERE PROHIBITED BY LAW, Grant ENTITIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY APPLICANT, BY PRINTING, TYPOGRAPHICAL, OR OTHER ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE GRANT; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE APPLICATION PROCESS OR THE Grant; (4) PRINTING, TYPOGRAPHICAL, TECHNICAL, COMPUTER, NETWORK, OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE Grant, THE ANNOUNCEMENT OF THE AWARDS, OR IN ANY Grant-RELATED MATERIALS; (5) LATE, LOST, UNDELIVERABLE, DAMAGED, DELETED, OR STOLEN ENTRIES; OR (6) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM APPLICANT'S PARTICIPATION IN THE Grant OR RECEIPT OR USE OR MISUSE OF ANY AWARD. Grant ENTITIES ARE NOT RESPONSIBLE FOR MISDIRECTED OR UNDELIVERABLE ENTRIES, ANY TECHNICAL PROBLEMS, MALFUNCTIONS OF COMPUTER SYSTEMS, SERVERS, PROVIDERS, OR HARDWARE/SOFTWARE, LOST OR UNAVAILABLE NETWORK CONNECTIONS, FAILED, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSION, OR ANY COMBINATION THEREOF.

WITHOUT LIMITING THE FOREGOING, AND EXCEPT WHERE PROHIBITED BY LAW, EVERYTHING REGARDING THIS GRANT, INCLUDING THE AWARDS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

14. DISPUTES AND CLASS ACTION WAIVER. EXCEPT WHERE PROHIBITED BY LAW, APPLICANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS GRANT, THESE RULES, OR ANY AWARDS AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE APPROPRIATE COURTS

LOCATED IN ENGLAND AND WALES; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS GRANT (IF APPLICABLE), BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL APPLICANT BE PERMITTED TO OBTAIN AWARDS FOR, AND APPLICANT HEREBY WAIVES ALL RIGHTS TO CLAIM, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION, AND ENFORCEABILITY OF THESE RULES, OR THE RIGHTS AND OBLIGATIONS OF THE APPLICANT AND SPONSOR IN CONNECTION WITH THE Grant, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF ENGLAND AND WALES WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PRINCIPLES (WHETHER OF ENGLAND OR WALES OR ANY OTHER JURISDICTION).

15. DATA PRIVACY. You have the option to allow CulturaGo, as the Sponsor of the Grant, to send you communications about CulturaGo, including CulturaGo events and services. You will have the ability to opt-out of receiving any such communications in the communications or by contacting partner@culturago.com. Your personal information will be used to fulfill the terms of this Grant and may therefore be shared with any subcontractor, agent, or partner that assists or is otherwise involved in the Grant or website operation and as specified in CulturaGo's privacy policy available at <https://www.culturago.com/privacy-notice>. In addition, if you elect to receive information about CulturaGo products or services, your personal information will also be used to send this additional information to you.

By participating in the Grant and consenting to these Rules, you: (i) grant your express written permission to the use and storage of the information of your institution (or organization) pursuant to these Rules; and (ii) acknowledge and agree to receive electronic communications via email from Sponsor relating to the Grant and related products and services of Sponsor. Pursuant to applicable laws pertaining to data collection and processing, you may have a right of access to, consultation, modification, portability, destruction, and withdrawal of your personal data. You may also have the right of opposition to the data collection, under certain circumstances. To exercise such right, you may write to Sponsor. The data controller, and the recipient of your personal data, is Sponsor. Your personal data and the data from your institution (or organization) will be stored on servers located in the US and other jurisdictions monitored by Sponsor. By participating in the Grant, you hereby consent to the transfer of your personal information to Sponsor for the purposes of administering the Grant and for such other purposes to which you may consent as outlined herein. All information submitted to Sponsor as part of this Grant will be treated in accordance with Sponsor's privacy policy. If you have any questions about the use of your personal information, please contact partner@culturago.com

16. SEVERABILITY. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

17. ORDER OF PRECEDENT. In the event of any conflict between the terms set forth in these Rules and the terms set forth in any promotional or advertising materials for the Grant, the terms set forth in these Rules shall control.

18. LIST OF SUCCESSFUL APPLICANTS. For a complete list of Grant recipients, please contact Sponsor at partner@culturago.com.