

Latinx in Gaming Grant Program

Official Rules

1. **Eligibility.** The Latinx in Gaming Grant Program (the “Grant Program”) is open to individuals who are at least eighteen (18) years old at the time of submission. Employees, Officers, Directors and Contractors of Latinx in Gaming, NFP (“Latinx”), and their respective immediate families (spouse, parents, siblings and children) and household members of each such individual are not eligible. This Grant Program is organized by, and all payments for the Grant Program shall be provided by, Latinx in Gaming, NFP. Submission of the grant application to Latinx for the Grant program constitutes applicant’s full and unconditional agreement to these Official Rules and Latinx’s decisions which are final and binding in all matters related to the Grant Program. Receiving a grant is contingent upon applicant fulfilling all requirements set forth herein and completion of any documentation as reasonably required by Latinx, including but not limited to, tax forms, a grant award letter, and providing a receipt of use of the Award (hereinafter defined). Latinx, in its sole discretion, shall determine who is selected as a grant recipient.
2. **Sponsor.** Latinx in Gaming, NFP is a tax exempt 501(c)(3) organization duly organized in the State of California.
3. **Grant Program Period.** Submissions of the grant application for the Grant Program are open on November 5th, 2024 and shall remain open through November 23, 2024, at 11:59pm PT. Applications that are submitted after this date and time will not be accepted.
4. **How to enter.** In order to be considered for the Grant Program, applicant must complete their application form here: <https://forms.gle/26EsDHJfVXxDU9cf8>. Limit one (1) application per person/group. Submissions received from any person/group in excess of the stated limitation will be void. Grants shall only cover what is specified in the application form.
5. **Grant recipient selection.** All submissions shall be evaluated by Latinx and, in its sole discretion, it shall determine which submissions which shall receive a grant and the total number of grants to issue.
6. **Grant Awards.** Latinx shall award selected grant applicants a grant of \$250, \$500, or \$1,000 (each an “Award”), as determined in Latinx’s sole discretion and subject to the completion of all necessary paperwork as reasonably required by Latinx, including but not limited to tax forms and a grant award letter. Applicants must accept grant awards via PayPal or Zelle, and applicants who are unable to accept the grant via these means shall not be eligible for grant awards.
7. **Release of Liability.** By applying to the Grant Program, applicant agrees to release and hold harmless Latinx, and its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and its officers, directors, employees and agents, and the individuals serving as judges for the contests, and their respective companies of employ, and the officers, directors, employees and agents thereof, (collectively, the “Released

Parties”) 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 Program or receipt, use, or misuse of the Award or any component thereof.

8. **Publicity Release:** Except where prohibited, participation in the Grant Program constitutes an applicant’s consent for Latinx to utilize their name, likeness, image, photograph, voice, opinions and/or hometown and State for furtherance of the Grant Program and for promotional purposes in any media, worldwide, without further payment or consideration.
9. **General Conditions:** As permitted by law, Latinx reserves the right to cancel, suspend and/or modify the Grant Program, or any part of it, if any fraud, technical failures or any other factor beyond Latinx’s reasonable control impairs the integrity or proper functioning of the Grant Program, as determined by Latinx in its sole discretion. Latinx reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the submission process or the operation of the Grant Program or to be acting in violation of these Official Rules or any other promotion or in a damaging or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Grant Program may be a violation of criminal and civil law, and, should such an attempt be made, Latinx reserves the right to seek damages from any such person to the fullest extent permitted by law. Latinx’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Notwithstanding anything herein to the contrary, additional conditions upon the grant award may be contained in a grant award letter required by Latinx to be completed upon being selected for receipt of a grant.
10. **Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by applicants, printing or transcription errors or by any of the equipment, platforms or programming associated with or utilized in the Grant Program; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in network hardware or software; (3) unauthorized human intervention in any part of the submission process or the Grant Program; (4) technical or human error which may occur in the administration of the Grant Program or the processing of application; or (5) 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 Program or receipt, use, or misuse of the Award or any component thereof.
11. **Disputes:** By participating, applicants agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, this Grant Program or any grant awarded (if applicable) shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in in the county of Los Angeles, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Grant Program but in no event attorneys’ fees; and (3) to the extent allowed by applicable law, under no circumstances will applicant be permitted to obtain awards for, and applicant hereby waives all rights to claim, punitive, incidental and/or consequential

damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

12. **Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of any applicant or Latinx in connection with the Grant Program shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.
13. **Severability:** The invalidity or unenforceability of any provision of these Official Rules 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 Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
14. **Discrepancies:** In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Grant Program-related materials, notifications, or announcements and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.