

FACEBOOK JOURNALISM PROJECT "ACCELERATING THE DIGITAL TRANSFORMATION" PROGRAM TERMS & CONDITIONS

THESE PROGRAM TERMS (“TERMS”) GOVERN YOUR PARTICIPATION ON BEHALF OF YOUR ORGANIZATION IN THE FACEBOOK JOURNALISM PROJECT / INTERNATIONAL CENTER FOR JOURNALISTS (ICFJ) "ACCELERATING THE DIGITAL TRANSFORMATION".

BY SUBMITTING AN APPLICATION FOR THE "ACCELERATING THE DIGITAL TRANSFORMATION" PROGRAM AND BEING SELECTED TO PARTICIPATE IN THE "ACCELERATING THE DIGITAL TRANSFORMATION" PROGRAM, YOU, ON BEHALF OF YOURSELF AND YOUR ORGANIZATION (COLLECTIVELY, “YOU”), AGREE TO THESE TERMS.

IF ANY OF THESE TERMS ARE NOT COMPLIED WITH, PARTICIPATION MAY BE FORFEITED, INCLUDING RECEIPT OF ANY GRANT, AND ANY GRANT PAID MAY NEED TO BE REPAID TO PROGRAM ENTITIES, ALL IN THEIR SOLE DISCRETION.

What Is the "ACCELERATING THE DIGITAL TRANSFORMATION"?

The International Center for Journalists (ICFJ) is partnering with the Facebook Journalism Project to support the news ecosystem in Brazil, from journalists and start ups to news NGOs and established media organizations.

The program is offered by Facebook, Inc. (“Facebook”) and administered by the International Center for Journalists (ICFJ). Facebook and ICFJ may be referred to in these terms collectively as the “Program Entities.”

The first phase of this program (referred to in these terms collectively as "Training Phase") is a series of virtual training (webinars) with media experts that aim to support Brazilian news ecosystem to improve their business management skill, including talent management, and also on how to strengthen the bond with digital audience, develop projects and products and increase/generate revenue build innovative business models.

After the "Training Phase", participants in the program will be invited to apply for the second phase (referred to in these terms collectively as "Mentoring Phase"), which includes strategic and tactical coaching for three months with industry worldwide experts.

The "Mentoring Phase" will also provide financial grants that could support participants to develop a project or a product or review a process and help them deliver successful strategies based on training and mentoring sessions they receive throughout the program.

Participation in the first phase (training) of the program is a prerequisite condition for the application to the second phase (mentoring & grants). All participants that attend 75% of the webinars will be invited to apply to the second phase.

The personal data and the data of the Applicants form will be kept private. It will be used to select program participants and for internal communications.

Facebook and ICFJ may collect personally identifiable information to complete evaluations of the application, to perform certain compliance and sanctions verifications.

Who Can Participate?

For the "Mentoring Phase", Facebook and ICFJ will consider one application per news brand/newsroom.

Organizations must meet the following requirements as of the application date (collectively, "Applicants") to apply to for the "Training Phase" of the program:

- Be a news organization of any type and size (digital, print, radio, tv broadcast, etc.)
- If you are an start up, be regularly constituted for at least 12 months
- If you are other kind of media organization (digital, print, radio, tv broadcast), be regularly constituted for at least 24 months
- Have an audience based and operate mainly from Brazil (we favor the application that operates in areas considered almost news deserts (cities

with only one or two news publications, according to Atlas da Notícia/Projor*)

- Generate journalistic content and update it periodically
- Be independent from political parties and aspire to economic and editorial independence
- Have the majority of original content in Portuguese
- Be a non-profit or for-profit news organization with its main business located in Brazil
- Have at least two full-time employees

Applications must be submitted by Applicant and received by ICFJ before the application deadline set forth in the Program's application announcement and/or application page.

What Must The Application Include?

Each application for the "Training Phase" must include the following:

- Answers to general questions about the Applicant's business
- An explanation of how the Applicant would benefit from the Program
- Contact information
- Organization information, including a link to your website
- All of the information and materials supplied by Applicants is referred to as "Applicant Content"
- If you do not provide all required information, your application will not be considered

Each application for the "Mentoring Phase" must include the following:

- A proposal to carry out a feasible project (that can be completed in 3 months)
- Description of the proposal; including justification and budget
- Details of the person responsible for carrying out the proposal, who will represent the company in the mentoring activities, if selected
- All of the information and materials supplied by Applicants is referred to as "Applicant Content"
- If you do not provide all required information, your application will not be considered

Applicant Content must meet the following requirements, as determined by the ICFJ in their sole discretion:

- Not infringe, misappropriate, or violate the rights of third parties, including, but not limited to, rights of privacy or publicity; and
- Only include content about persons or entities for whom the Applicant has all necessary permissions and rights, including, if applicable, the parent or legal guardian of a minor (the Applicant agrees to provide the ICFJ with written confirmation of such permissions and rights upon request).
- Solely responsible for complying with all applicable national (in force in the territory of Brazil), provincial and local laws, rules or regulations in connection with your participation in the program.

Applicants must NOT:

- Discriminate based on race, gender, faith, national origin, sexual orientation or disability;
- Carry on propaganda or otherwise attempt to influence specific legislation;
- Be on a government web-based watch list of banned entities or employ, deal with, or otherwise be associated with any individuals on such lists, or aid or support any entities or whom it knows or believes to support terrorism;
- Be a state-owned media company (national, provincial or municipal).
- Be primarily a research organization, rather than a news organization.
- Influence the outcome of any specific public election or to carry out, directly or indirectly, any voter registration campaign
- Be primarily a research organization, rather than a news organization.
- Be a governmental entity, owned by the government/state/controlled (for example: executives, boards of directors) or financed with public funds
- Be a "government official". A government official means any official or employee of any multinational, national, regional or local government in any country, including any official or employee of any government department, agency, commission or division; any official or employee of any company owned or controlled by the government; any official or employee of any public educational, scientific or research institution; any political party or official or employee of a political party; any candidate for public office; any official or employee of a public international organization; and any person

acting on behalf of relatives, relatives, or household members of any of those listed above.

Applicant Content must meet the following requirements, as determined by Program Entities in their sole discretion:

- Applicant Content must not infringe, misappropriate, or violate any rights of any third party including, without limitation, rights of privacy or publicity.

You are solely responsible for complying with all applicable national and local laws, rules, or regulations in connection with your participation in the Program. Proof of your application (such as, without limitation, a screenshot of your application) does not constitute proof of actual receipt of a submission for purposes of this Program.

Applications will not be returned and, in fact, may be destroyed after the Program is over. Keep a copy of each element of your application. Applications that are incomplete, illegible, corrupted, damaged, destroyed, altered, false, lost, late, misdirected, garbled or otherwise not in compliance with these Terms will not be accepted and will be void.

As a condition of participating, Applicants hereby agree as follows:

To read, complete, accept and sign within the time set forth by ICFJ additional documentation that, among other things, provides information for legal and tax compliance purposes and confirms the requirements and conditions of these terms, if selected as a potential fund recipient; and that the individual completing the program funding application is an authorized representative of the organization identified in the application, if applicable.

How Is The Application And Selection Process?

A committee of juries appointed by ICFJ will carry out the evaluation of the applications for the "Training Phase" and also for the "Mentoring Phase". The jury committee will take into account in compliance with the selection criteria and the opportunity for growth of the applicant.

To apply, eligible applicants can visit the Program's application page at www.icfj.org and follow the links and instructions to complete and submit the application form and provide all the required information.

On the dates set on the Program Page, selected applicants will be invited to take part in the "Training Phase" of the Accelerating the Digital Transformation program.

After at least 75% of the Training is completed, participants will be asked to apply for the second phase of the program, "Mentoring Phase", that offers grants and three month mentorship with worldwide media experts, in key areas in its development process, designed exclusively for the participants.

The selection for the "Mentoring Phase" will be based on the following criteria:

- Meet all the "Training Phase" criterias
 - Have at least two members that attend to 75% of the "Training Phase"
 - Clear description of how the funds will be used for the purpose
 - Feasibility in terms and costs of the proposal presented
- Preference will be given to applicants who meet the following criteria:
 - Those who serve diverse or traditionally underserved communities
 - Those who serve a defined geographic area
 - Those who have not received funding from the Facebook Journalism Project in 2021
 - Those who clearly explain the contribution of the fund to the long-term viability of their organization
 - It will be a criterion of preference, although not exclusive, that applicants with an existing Facebook page are registered or with a process initiated in the Facebook News Page Index

The selected participant to receive the grant of the Accelerating the Digital Transformation program undertake to:

- Participate in the Training Phase of the program (at least 75%). More than one person may attend the training phase
- Attend the webinar sessions provided for the program. In case of missing 15% of sessions without valid justification or advance notice, ICFJ reserves the right to suspend the participation and will not admit the organization to the next phase of the program.
- Designate a team leader who will serve as the main point of contact with the ICFJ for all communications and program deliverables. This person should be sustained from beginning to end of training and will be in charge of articulating the Accelerating the Digital Transformation Program relationship.
- If chosen, provide the necessary information for an IJNet case study at the end of the program. The information provided by the organization for the case study will only be published with the full consent of the organization representatives.
- The participants selected to receive training, mentoring, and grants agree not to use the benefits in any way that violates applicable laws, directly or indirectly, including but not limited to others but without limitation, in any way that may constitute bribery, an illegal commission, an illegal contribution to a campaign or any other violation of anti-corruption laws, political activity, economic sanctions or other applicable laws.

Successful applicants will be notified of the granting of the fund by email or telephone. The awarded amount will be delivered in a single initial payment in the terms established by the Program Entities.

What Is The Funding Provided By The Program?

The applications from media orgs selected to receive a Grant by the Program Entities will receive grants up to US\$ 15,000 with each Grant value and exact number of Grants awarded determined in Program Entities' sole discretion, up to US\$1,500,000 for the entire Grant Program. The exact number of grantees to be awarded will be at Facebook's sole discretion and the number of grantees selected will impact overall grant amounts for each participant. Each successful recipient warrants and undertakes that it will only use the funding directly and solely for the Purpose as identified in the successful recipient's application and otherwise in accordance with these Terms.

As a condition of applying, each Applicant that receives a Grant agrees to sign documentation without alteration 1) allowing Program Entities to use its name and certain other information, including potentially identifying its representatives, for publicity and marketing purposes in any media whatsoever; 2) agreeing to the restrictions and obligations with respect to use of the Grant, including, without limitation, preparing and submitting a follow-up report and other restrictions and obligations set forth below; and 3) granting Program Entities a license to results, reports, project details and other materials created or produced by Applicant in connection with the Grant, including but not limited to the Application Materials.

Requirements to receive funding

Once the proposal is approved, grantees must submit a Vendor Set-Up Form to ICFJ. Then ICFJ and the grantee will sign an agreement, specifying the restrictions on the use of the funds, as explained above. Once the grantee submits the signed contract and an invoice, ICFJ will send the funds.

Project proposal does not require the use of Facebook tools or platforms.

Successful applicants will be notified of the fund award by email. The awarded amount will be delivered in a single initial payment established by the ICFJ.

What Are The Restrictions On Use Of The Grant?

As a condition of participating, Applicants hereby agree as follows if selected as a potential recipient:

- Each successful recipient commits to spending the funds as per the budget approved by Facebook and the International Center for Journalists;
- Each Grant recipient must provide Promotion Entities with a follow-up report on Grant impact ninety (90) days after receipt of the Grant;
- Use of Facebook's products and services is not a requirement or expectation to receive a Grant, however use of any Grant amount must comply with all applicable explicit or implicit terms and conditions or policies applicable for platforms, applications, software, tools or other resources used by the Grant recipient, if any.

- Grant recipients must also comply with Facebook's Privacy Principles available at <https://www.facebook.com/about/basics/privacy-principles>, as well as any ethical standards applicable to the proposed project, as determined in Promotion Entities' sole discretion. As such, each Applicant must follow the spirit of such terms and conditions, principles and policies; and any attempt to subvert or to use a work-around of such terms and conditions or policies may, in Program Entities' sole discretion, result in forfeiture of any Grant amounts awarded or disqualification from this Grant Program.

If any portion of the Grant is used for any purpose other than the Purpose described in the application, you agree to promptly correct this error. If the misuse is not promptly corrected, Program Entities may demand the return of the entire Grant and you agree to do so.

License and Release

By submitting an Application (except where prohibited by law), each individual participant, on behalf of himself or herself and on behalf of his or her organization, grants the Program Entities the irrevocable, sublicensable, and absolute right and permission to use, publish or display the submitting individual's name, photograph, likeness, voice, biographical information from the application, any quotes attributable to her or him, and any other indicia of personality (whether or not altered, changed, modified, edited, used alone or used with other material in the sole discretion of the Program Entities), the name and logo of the organization, and the Application Materials for advertising, commercial, promotional and publicity purposes without additional obligation or compensation of any kind to it or him or her or the organization, anywhere, in any media now known or hereafter discovered or devised (including, without limitation, on the Internet), worldwide, without any time limitation, and without prior notice, review or approval and each entry releases the Program Entities from any and all liability in connection therewith. Nothing contained in these Terms obligates the Program Entities to make use of any of the rights granted herein and entrant waives any right to inspect or approve such use.

General Terms and Conditions

ICFJ and Facebook reserve the right, in their sole discretion, to discontinue funding and take other actions they deem appropriate if they are dissatisfied with the progress of the fund or the content of any written report or meeting.

The decisions of the Program Entities shall be final in all matters relating to this Program, including the interpretation of these Terms and the acceptance or rejection of applicants for funding at any time.

Applicants agree not to damage or cause disruption to the Program and/or prevent others from participating in the Program. The Program Entities reserve the right to restrict or terminate the participation of any IP address, email address or domain, device or other identifiable designator or source if any fraudulent or harmful participation is suspected, as determined by the Program Entities in their sole discretion.

The Program Entities further reserve the right to disqualify any applicant that the Program Entities believe has attempted to disrupt or impair the administration, security, fairness or integrity of this Program. Any attempt to damage any online service or website or to undermine the legitimate operation of the Program may violate criminal and civil laws. If such an attempt is made, the Program Entities may disqualify any participant who makes and may seek damages to the fullest extent permitted by law.

If the Program Entities determine at any time, in their sole discretion, that a fund beneficiary is disqualified, ineligible or in violation of these Terms, the Program Entities reserve the right, in their sole discretion, to select an alternate fund beneficiary, even if the name of the potential disqualified beneficiary has been displayed or announced. If the Program is unable to operate as planned for any reason, the Program Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Program.

In the event of any alleged or actual ambiguity, discrepancy or inconsistency between the disclosures or other statements contained in any materials related to the Program and these Terms (including any alleged discrepancy or inconsistency within these Terms), the Program Entities will resolve it in the Program Entities'

sole discretion. Applicants waive any right to claim ambiguity in the Program or these Terms.

The failure of the Program Entities to enforce or choose not to enforce any provision of these Terms shall not constitute a waiver of that or any other provision. 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 unenforceable or illegal, these Terms will remain in effect and will be construed in accordance with its Terms as if the invalid or illegal provision were not contained in these Terms.

Limitation Of Liability

EACH PARTICIPATING INDIVIDUAL AND ORGANIZATION AND EACH OF ITS AGENTS AND REPRESENTATIVES, AGREES TO RELEASE AND HOLD HARMLESS THE PROGRAM ENTITIES, AND THEIR PARENT AND SUBSIDIARY COMPANIES, AFFILIATES, DIVISIONS, FRANCHISEES, REPRESENTATIVES, CONSULTANTS, SUB-CONTRACTORS, SUPPLIERS, DISTRIBUTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING AGENCIES (COLLECTIVELY, THE "RELEASED PARTIES") FOR ANY LIABILITY WHATSOEVER ASSOCIATED WITH PARTICIPATION IN THIS GRANT PROGRAM, INCLUDING, WITHOUT LIMITATION, FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE OR AWARDING OF ANY GRANT, OR WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY GRANT- OR GRANT PROGRAM-RELATED ACTIVITY. EACH GRANT RECIPIENT AGREES THAT THE GRANT IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO ITS USE OR ENJOYMENT, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BY PARTICIPATING IN THIS GRANT PROGRAM, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY

EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, U.S.A., AND ANY SIMILAR LAW IN ANY JURISDICTION, WHICH PROVIDES AS FOLLOWS:

“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Disclaimers

Employees, officers, directors, members, managers, agents, and representatives of the Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the applicant, or by human error (except to the extent that any of the following occur for reasons within Program Entities' reasonable control, if applicable law in your jurisdiction of residence dictates that liability to the injured party in such a case cannot be excluded by law): any lost, late, postage-due, incomplete, illegible, incomprehensible, mutilated, or misdirected email, mail, or Grant Program-related correspondence or materials; any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable telephonic, cellular, cable, or satellite systems; errors, typos or misprints in these Terms, in any Grant Program-related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections or any failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications; technical or human error which may occur in the administration of the Grant Program or the processing of applications; or 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. Without limiting any other provision of these Terms, no Released Party is responsible or liable for any injury or damage to the persons or property of applicant or any third party based on use by such party of the Applicant Content made available as part of this Grant Program. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or for insufficient space in a person's email account or

voicemail inbox to receive email or voice messages. Released Parties are not responsible, and may disqualify an applicant, if any contact information provided by the applicant does not work or is changed without giving prior written notice to both Program Entities. Without limiting any other provision in these Terms, the Released Parties are not responsible or liable to any applicant (or any person claiming through such applicant) for any inability to proceed with the Grant Program at any stage or failure to provide a Grant or any part thereof, in the conference that any of the Grant Program activities or Program Entities' operations or activities are affected, as determined by Program Entities, by any cause or conference beyond the sole and reasonable control of the applicable Released Party (as determined by Program Entities in their sole discretion).

Disputes/Governing Law

Except where prohibited by law, any and all disputes, claims, and causes of action between an applicant and any Released Party arising out of or connected with this Grant Program or these Terms must be resolved individually, without resort to any form of class action or legal action on behalf of any group. Further, in any such dispute, under no circumstances will an applicant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than the applicant's actual out-of-pocket expenses (if any), not to exceed ten dollars (\$10) and each applicant further waives all rights to have damages multiplied or increased.

This Grant Program and any dispute arising under these Terms or related to these Terms or the Grant Program (whether for breach of contract, tortious conduct, or otherwise) will be governed by the internal laws of the State of California, U.S.A., 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 this Grant Program (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, U.S.A., and each applicant accepts and submits to the personal jurisdiction of those courts with respect to any legal actions, suits or proceedings arising out of or related to this Grant Program.