

NOTICE TO GRANT APPLICANTS

PLEASE READ THIS NOTICE CAREFULLY BEFORE SUBMITTING A GRANT APPLICATION. THIS NOTICE INCLUDES IMPORTANT TERMS REGARDING YOUR SUBMISSION; AFFORDS CERTAIN RIGHTS AND RELEASES; AND MAKES CERTAIN DISCLAIMERS REGARDING YOUR GRANT APPLICATION.

By submitting your information, you understand and consent to the following:

Overview:

Season of Justice Corporation (Season of Justice), a 501(c)3 organization, accepts grant applications through its website for consideration in the funding of awareness campaigns, and initiatives that forward their unsolved cold cases (**the “Family Grant Program”**). Through the grant application and review process, Season of Justice may provide grant funding to support the costs of the Family Grant Program. All grant award decisions are made by the Board of Directors at Season of Justice, at its sole discretion. If your grant request is selected for funding, Season of Justice will notify you, in writing, of the grant offer. If your grant application is denied, you'll also be informed in writing by Season of Justice.

Additional terms and conditions will apply if your case is funded.

Eligibility (Who may apply):

The following persons and entities are eligible to apply:

- Immediate family member of the victim
- An appointed and verified family representative of the victim
- Cases with Investigative Agency cooperation

Submission; Grant of Rights:

By submitting this grant application, you hereby grant permission for Season of Justice, and its related entities or agents, to review, process, and transmit to others, the contents of your application. Furthermore, you hereby grant to Season of Justice, a nonexclusive, royalty-free, worldwide, transferable, sublicensable, perpetual, and irrevocable right and license to collect and use your information for research, analytical, marketing, historical and statistical purposes, without any further notice, consideration, or approvals due or owing to you.

No Obligation to Use, No Guarantee of Funding:

Season of Justice reserves the right, in its sole discretion, to approve or deny any application for the Family Grant Program. Season of Justice shall have no obligation (express or implied) to review, consider, or provide any funding, based on any application, and Season of Justice may, at any time, abandon the review of a grant application, with or without legal justification or excuse. Grant applicants shall not be entitled to any damages or other relief by reason thereof. In the event funding is awarded, you agree to use the funds for the purpose given.

Disclaimers:

With respect to the Family Grant Program, Season of Justice has sole discretionary decision-making authority to provide funding, or not provide funding, to applicants with respect thereto.

ANY SERVICES, PRODUCTS, GRANTS, APPLICATIONS, REFERRALS, THE WEBSITE, CONTENT, OR MATERIALS PROVIDED BY SEASON OF JUSTICE INCLUDING WITHOUT LIMITATION THE APPLICATION PROCESS, AWARD OR REJECTION OF GRANTS OR FUNDING, AND THE DNA PROGRAM, ARE PROVIDED “AS IS” AND SEASON OF JUSTICE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF ACCURACY, SAFETY, SECURITY, NON-INFRINGEMENT, USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE FOREGOING.

Furthermore, Season of Justice is not responsible or liable for the operation, management, testing, results, use, failure to use, collection, or transportation of evidence, or any other aspects of the Family Grant Program, including without limitation the results or findings thereof, or if the information provided leads or does not lead to arrests, charges, convictions or the like. The applicant understands and agrees that you (the applicant) are submitting the grant application at your sole risk and that Season of Justice is not responsible for and shall have no liability for any grant application that is lost or not received, or for providing grants or funds hereunder. You (the applicant) understand and agree that Season of Justice is not responsible for any damages arising from the use of your grant applications information by Season of Justice or any other party (including without limitation, law enforcement or government), or for any items, materials, samples, or other content received in connection with your grant application.

Governing Law/Jurisdiction:

All issues and questions concerning the construction, validity, interpretation, and enforceability of this notice or the rights and obligations of applicants or Season of Justice in connection with the Family Grant Program shall be decided in, governed by, and construed in accordance with the internal laws of, the ***State of Indiana***, 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.

BY EXECUTING THIS AGREEMENT, THE PARTIES KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE ISSUES RAISED BY THAT DISPUTE.

Law Enforcement Additional Terms:

In the event this application is submitted by or on behalf of units of government, law enforcement agencies, forensic agencies, or another similar capacity, you represent and warrant that you have the requisite authority to agree to these terms.

Contact Information:

For technical assistance with submitting an application, contact admin@seasonofjustice.org.