# IFCN & WhatsApp Spread the Facts Grant Program Terms & Conditions

These program terms ("Terms") govern your participation on behalf of your organization in the IFCN & WhatsApp **Spread the Facts Grant Program** ("**Grant Program"**). By submitting an application for the IFCN & WhatsApp grant (defined below) and being selected to receive a Grant, 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 (defined below), all in their sole discretion.

What is the IFCN & WhatsApp Spread the Facts Grant Program? In partnership with WhatsApp, the International Fact-Checking Network (IFCN) will award direct grants of either \$20,000 or \$40,000 each to certified signatories of the Code of Principles, up to a total of \$300,000, who are enhancing or creating projects to combat AI-generated misinformation using the WhatsApp Business Platform (API) and WhatsApp Business App.

Awarded grantees will be eligible to participate in fact-checker presentations on execution of the grant and its impact. In addition to monetary grants, grantees may receive an opportunity to present during the show and tell at Global Fact 12, in 2025, the IFCN's annual global fact-checking summit. Through this initiative, grantees have an opportunity to connect with experts across the integrity ecosystem, providing access to mentorship, collaboration and a support network.

#### Who can participate?

Organizations must meet all eligibility requirements set forth on the Grant Program website at

[https://www.poynter.org/ifcn/grants-ifcn/spread-the-facts-grant-program/] ("Website") to apply to the program.

This opportunity aims to generate case studies and best practices for using WhatsApp Business App and WhatsApp Business Platform (API) to combat Al-generated misinformation. The funding is aimed at projects with a six-month timeline.

The two focus areas are:

**Verification:** Projects that involve developing new ways to identify Al-generated content that may be spreading on <u>WhatsApp Business App</u> and <u>WhatsApp Business Solution</u> (API)

**Response:** Projects that leverage generative AI to optimize workflows on the <u>WhatsApp</u> <u>Business Solution</u> (API) and could use the services of a certified <u>Business Solution</u> <u>Provider.</u>

Upon registration with the IFCN Community Opportunities grant portal, applicants will select the application that represents the category to which they are applying.

Employees, officers, members, managers, or representatives of the Program Entities, as well as the immediate family members and members of the same household (whether or not related) of any such person, are not eligible to participate. The Program is void where prohibited by law.

Eligible organizations that take steps to participate in the Program are referred to as "Applicants". Where more than one organization is submitting an application jointly, and distinction is not necessary, the jointly submitting organizations are collectively referred to as an Applicant. Applications must be submitted by Applicant and received by Sponsor before the application deadline set forth on the Website.

Applicants must submit applications to the applicable category they wish to apply for in accordance with the instructions and by the submission deadline set forth on the Website (<a href="https://www.poynter.org/ifcn/grants-ifcn/spread-the-facts-grant-program/">https://www.poynter.org/ifcn/grants-ifcn/spread-the-facts-grant-program/</a>)

and in the IFCN Community Opportunities grant portal ( <a href="https://ifcn.grantplatform.com/">https://ifcn.grantplatform.com/</a>).

If you are applying/participating as an employee or agent of a company or organization, you represent and agree that: (1) you are acting within the scope of your role at a company or organization that has been approved by Program Entities to participate in the Grant Program; (2) an authorized agent of your company or organization has agreed to these Terms; (3) you understand and agree that these Terms are binding on you, individually, and your company/organization; (4) you warrant that you have authority to participate in the Grant Program from your company/organization and that your company/organization has full knowledge of your actions and has consented thereto; (5) your actions in connection with this Grant Program are consistent with and abide by your company's/organization's policies and procedures; (6) your participation in the Grant Program is subject to your company's/organization's continued participation in the Grant Program in the Program Entities' sole discretion.

## What must the application include?

Each application must provide all information and materials requested on the Website and in the Program application in accordance with Program Entities' instructions to be considered for Grant funds. Program Entities reserve the right to contact Applicant for additional information or materials following initial application submission. 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.

## 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; or
- Be a state media company;

Applicant Content must not infringe, misappropriate, or violate any rights of any third party including, without limitation, rights of privacy or publicity, and applications must be in English.

You are solely responsible for complying with all applicable national and local laws, rules, or regulations in connection with your participation in the Grant 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 Grant Program. Applications will not be returned and, in fact, may be destroyed after the Grant 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, agree to, and sign additional documentation that, among other things, provides information for tax and legal compliance purposes and confirms the requirements and conditions of these Terms, if selected as a Grant Program participant; and
- That the natural person filling out the Grant Program application is an authorized representative of the organization identified in the application.

## **Selection Process**

An expert selection committee will review eligible applications and select Grant recipients at its discretion taking into account the criteria set forth on the Website, affording equal weight to each criterion.

What Are the Conditions and Restrictions on Receipt and Use of the Grant? All conditions on receipt and use of the Grant are set forth on the Website and in the Grant recipient agreement that all Grant recipients will be required to sign as a condition of receiving Grant funds. Restrictions on use of the Grant are set forth on the Website and include the following:

- Each successful recipient agrees to abide by all requirements and restrictions set forth on the Website;
- Each successful recipient commits to spending the funds as per the budget approved by Program Entities; and
- Grant funds must only be used within the applicant's home country unless otherwise approved in writing by Program Entities at its discretion from time to time, provided that in any event grant funds may not be transferred: (a) to any individual, entity, or country prohibited by any applicable U.S. or non-U.S. export controls and trade sanctions; (b) to anyone on U.S. or non-U.S. government restricted parties lists; or (c) for any purpose prohibited by applicable export controls and trade sanctions, including nuclear, chemical or biological
- The grant may not be used, directly or indirectly, in any manner that would constitute bribery or an illegal kickback, illegal campaigning to political parties/candidates or would otherwise violate anti-corruption regulations and other applicable laws. The grant will not be used by organization in any event to: (A) carry on propaganda or otherwise attempt to influence specific legislation; (B) influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or (C) utilize the grant in a manner not in furtherance of the purposes enumerated under 170(c)(2)(B) of the Internal Revenue Code. The grant may not be used in any way, directly or

- indirectly, in violation of applicable export control laws or trade sanctions, or otherwise violate any applicable anti-corruption or political activities law.
- Use of any amounts granted 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 funds recipient, if any. For the avoidance of doubt, use of any Meta or Meta affiliate website, platform or online service (including the WhatsApp Business Platform and WhatsApp Business app) by the funds recipient will be governed by the then-current version of the applicable terms (including all referenced or incorporated policies and guidelines). Funds recipient must also comply with Meta's Privacy Principles (currently available at https://www.facebook.com/about/basics/privacy-principles and Meta's Community Standards (currently available https://transparency.meta.com/en-gb/policies/communitystandards/), as well as any ethical standards applicable to the proposed project, as determined in Meta and IFCN's 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 Meta and the IFCN's sole discretion, result in forfeiture of any grant amounts awarded or disqualification from this 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.

Applicants agree to not damage or cause interruption of the Grant Program and/or prevent others from participating in the Grant Program. Program Entities reserves the right to restrict or void participation from any IP address, email address or domain, device, or other designator or identifiable source if any fraudulent or harmful

participation is suspected, as determined by Program Entities in their sole discretion.

Program Entities further reserve the right to disqualify any applicant who

Program Entities believe has attempted to tamper with or impair the administration, security, fairness, or integrity of this Grant Program. ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE Grant PROGRAM MAY VIOLATE CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, PROGRAM ENTITIES MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

If Program Entities determine at any time in their sole discretion that an Grant Program participant is disqualified, ineligible, or in violation of these Terms, Program Entities reserve the right in their sole discretion to remove the participant from the Grant Program and select an alternate participant. If the Grant Program is not capable of running as planned for any reason, Program Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Grant Program.

In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Grant Program-related materials and these Terms (including any alleged discrepancy or inconsistency within these Terms), it will be resolved by Program Entities in Program Entities' sole discretion. Applicants waive any right to claim ambiguity in the Grant Program or these Terms. Program Entities' failure to or decision not to enforce any provision in these Terms will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Terms will 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 Terms will otherwise remain in effect and will be construed in accordance with their Terms as if the invalid or illegal provision were not contained in these Terms.

### What is the funding provided by the Grant Program?

The applicants selected to participate in the Grant Program will receive a grant amount allocated for the category they are applying for. Either \$20,000 USD or \$40,000 USD ("Grant") with the exact Grant amount determined in Program Entities' sole discretion, taking into account the Applicant's project budget set forth in the application. 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 (including each separate organization submitting an application if a joint application) that receives funding 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 funding, including, without limitation, preparing and submitting a follow-up report and other restrictions and obligations set forth below; and 3) granting the Program Entities a license to results, reports, project details and other materials created or produced by Applicant in connection with the Grant funding, including but not limited to the Applicant Content.

#### **License and Release**

By applying to the Grant Program (except where prohibited by law), each individual participant, on their behalf and on behalf of their organization, grants the Program Entities the irrevocable, sublicensable, absolute right and permission to use, publish, post or display the individual's name, photograph, likeness, voice, biographical information, any quotes attributable to her or him and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with

other material in the Program Entities' sole discretion), and organization name and logo for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to her or him or the organization, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), worldwide, without any limitation of time, and without notice, review, or approval and each entrant releases the Program Entities from any and all liability related thereto. Nothing contained in these Terms obligates Program Entities to make use of any of the rights granted herein and entrant waives any right to inspect or approve any such use.

Applicants must also comply with Meta's Privacy Principles available at <a href="https://www.facebook.com/about/basics/privacy-principles">https://www.facebook.com/about/basics/privacy-principles</a>, as well as any ethical standards applicable to their Grant Program activities and their use of grant funds, as determined in Program 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. Each Grant Program participant acknowledges that participating in the program does not confer upon the Applicant any special recognition, endorsement, or affiliation with either of the Program Entities.

#### **Limitation of Liability**

Nothing in these Terms actually or purportedly limits, excludes, or modifies, any statutory consumer guarantee or any implied condition or warranty, the exclusion of which from these Terms would contravene any applicable statute, law, or rule or cause any part of these Terms to be void ("Non-Excludable Guarantees"). To the maximum extent allowed under applicable law, and except for an Non-Excludable Guarantees, 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 Program participant agrees that the Grant Program 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, USA, 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 any

Grant Program benefits, in the event 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).

Program Entities reserve the right, in their sole discretion, to discontinue funding and take other steps they deem appropriate if they are not satisfied with the Grant Program participation or content of any written report or meeting. Program Entities' decisions will be final in all matters relating to this Grant Program, including interpretation of these Terms and acceptance or rejection of potential Grant Program participants at any time.

## **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 Florida, 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 Pinellas County, Florida, 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.