

2026-2027 Tory Burch Foundation Fellows Program

Terms and Conditions

These Terms and Conditions apply for the 2026-2027 Tory Burch Foundation Fellows Program (the “Program”) conducted by the Tory Burch Foundation, Inc. (the “Foundation”).

APPLICATION PERIOD

The application period for the Program commences on September 22, 2026 at 12:01 AM Eastern Time and ends on November 17, 2026, at 11:59:59 PM Eastern Time (the “Application Period”).

HOW TO APPLY

To apply, log on to www.toryburchfoundation.org (the “Program Site”) during the Application Period and click on Program banners, buttons and/or links to access and complete the online application form for the Program (the “Application”). Applications will be accepted by online entry only. No other method of entry will be accepted. All Applications must be received by the end of the Application Period to be valid. Limit one (1) Application per person/e-mail address/business.

Applicants complete, submit, and upload their Application, including a photo and video, as applicable, as directed on the Program Site during the Application Period. Applicants must fully complete and submit all data requested in the Application in order to be eligible. Photos must be in one of the following formats: .jpg, .gif or .png. Files that exceed two megabytes (2MB) in total file size will not be accepted. Videos must be no more than two (2) minutes in length. All Applications must include a valid e-mail address for the applicant. Applicants must acknowledge their agreement to these Terms and Conditions by clicking in the relevant box to acknowledge such agreement. Applicants are solely responsible for Internet connectivity, software and/or hardware that may be required in order to create and/or submit their Application, including, if applicable, any photo or video. Applications, including photos or videos, that do not comply with these Terms and Conditions and/or are incomplete or inaccurate will be void, eliminated and not eligible for consideration.

By submitting an Application, the applicant represents that the materials submitted are original and have been created by the applicant and/or that all necessary rights have been secured and disclosed in the event they were developed by others.

ELIGIBILITY

The Program is open only to women entrepreneurs who meet the following criteria:

- Must own the largest or equally largest stake in a Qualifying Business (defined below);
- Must have a significant role, personally, in managing the Qualifying Business on a day-to-day basis;
- Must be 21 years or older as of the Application due date, November 17, 2026;
- Must be proficient in English;
- Must be a legal resident of the United States; and

- Must not be an employee of the Foundation, Tory Burch LLC or any of its affiliate entities, or any of their respective vendors, nor is an immediate family member (spouse, parent, sibling, child, or spouse of same) or household member of any of the foregoing.

A “Qualifying Business” is defined as a for-profit business, that is majority (51% or more) owned and controlled by women, from any industry, in early-stage growth, generating minimum revenues of \$75,000 per year, and which is formed under United States law and operating in the United States. Examples of non-qualifying businesses include: non-profit organizations, idea stage ventures, and subsidiary businesses.

HOW FELLOWS ARE DETERMINED

Eligible Applications will be reviewed by members of a committee consisting of employees of the Foundation, Tory Burch LLC, and/or their affiliate entities (collectively, the “Program Entities”). Fellows (“Fellows”) will be selected from among all eligible applicants based on the following criteria:

- Personal and Company Statements
- The Video Introduction
- Corporate Social Responsibility

The review committee will take into consideration multiple factors, including how applicant’s business creates positive and lasting impact, what unique factors differentiate applicant’s business, what problems applicant is trying to solve for, how applicant’s business reflects her passion, the substance and quality of applicant’s statements and video introduction, what obstacles applicant has overcome, and applicant’s growth opportunities. The review committee may also consider other criteria, such as, for example, creating an overall diverse pool of Fellows with respect to business industry, stage of growth, geography, etc.

If selected as a Fellow, applicant will be contacted by e-mail and/or telephone around April 2027. Required profiles and photographs of all Fellows will be posted on the Program Site for purposes of public announcement and promotion, and applicant’s Application to the Program constitutes consent to such use.

All decisions of the Foundation and the review committee with respect to the selected Fellows, and all other matters pertaining to the Program are final and binding and cannot be appealed or challenged. Fellows may be subject to a criminal background check to confirm eligibility and to help ensure that the Fellow will not bring the Foundation into public disrepute, contempt, scandal, or ridicule or reflect unfavorably on the Program as determined by the Foundation in its sole discretion. By applying to the Program, applicants consent and agree to such background check and to sign a consent/release for same if requested to do so by the Foundation.

Fellows will be required to sign an Affidavit of Eligibility/Release of Liability and a Fellows Program Agreement and return same, properly executed, within five (5) days of receipt of same. If the Foundation is unable to contact the Fellow within two (2) days from first notification attempt, if the Fellow fails to complete and return all

requested forms by the specified date, or if the Fellow fails to comply with any of the requirements in these Terms and Conditions, an alternate Fellow will be selected based on the criteria set forth above.

FELLOWS PROGRAM

The Program consists of access to a community and network that provides workshops, webinars, consulting sessions, advisory sessions, mentoring activities, networking events, and/or other program activities and events ("Programming") as made available by the Foundation from time to time, and as more specifically set forth below:

- A series of webinars that focus on key business topics such as financials, marketing, and partnerships.
- An advisory program, where Fellows can sign up for one-on-one meetings with volunteers from Tory Burch LLC and other experts in the Foundation network.
- Access to the Foundation's online platform, which hosts a dynamic community of women entrepreneurs leading early and growth stage businesses from diverse sectors across the United States. The primary purpose of the online community is to facilitate peer-to-peer mentoring and meaningful collaboration. In addition, the Foundation will provide resources, highlight key moments and events, and encourage self-reporting and promotion around personal and professional milestone achievements.
- Access to in-person experiential event(s) related to entrepreneurship and leadership development.
- In the Fellow's first year of the Program, additional mentoring, peer-to-peer group sessions, and monthly community calls.

The Program shall be subject to the terms and conditions of a Fellows Program Agreement (the "Agreement"). By entering the Program, applicants agree that they will enter into the Agreement.

The specifics of all aforementioned elements of the Program shall be solely determined by the Foundation. All costs, taxes, fees, and expenses associated with any element of the Program are the sole responsibility of the Fellows, except that in the Fellow's first year of the Program, registration fees and certain travel costs for an in-person experiential event ("Founder's Circle") will be covered by the Foundation. By entering the Program, applicants agree that, if selected as a Fellow, they will be active participants in the Fellowship and the Programming.

Any advice obtained in connection with the Program, including during the Fellowship and/or the Programming, or otherwise from the Foundation, is for informational purposes only and not for the purpose of providing business, accounting, or legal

advice. Opinions expressed by mentors, advisors, counselors, or other presenters are the opinions of the individuals and may not reflect the opinions of the Foundation. The Fellow may not assign or otherwise transfer the Fellow's rights or delegate the Fellow's obligations with respect to the Program. If no Applications meet the minimum eligibility criteria, not all Fellow openings may be awarded.

PRIVACY

By applying to the Program, applicants agree to be subject to the Privacy Policy of the Foundation, available at www.toryburchfoundation.org.

When applicants apply to the Program, applicants may be asked to consent to receive e-mails and other materials from the Foundation. Consenting to receive such materials is optional and is not required in order to be eligible to enter the Program and does not improve applicant's chances of being selected.

PUBLICITY RIGHTS RELEASE

Except where prohibited by law, applicant's Application to the Program constitutes applicant's consent and permission to the Foundation, Tory Burch LLC and their respective parent companies, subsidiaries, affiliates, directors, officers, owners, employees and agents to use the Fellow's voice, name, image, likeness, biographical information, statements, and any information contained in Fellow's Application in whole or in part, including Fellow's business name and logo (but excluding Fellow's business plan) on a worldwide basis for promotional or any other purpose in any media in perpetuity without further authorization, compensation, remuneration, payment, consideration, or notification.

LIMITATIONS OF LIABILITY

Program Entities, their respective affiliates, subsidiaries, parents, advertising and promotion agencies, and their respective officers, directors, shareholders, employees and agents, and any and all Internet servers and access provider(s) are not responsible for: any incorrect or inaccurate Application information; human error; technical malfunctions; failures, omission, interruption, deletion, or defect of any telephone, cellular, or wi-fi network, online systems, computer equipment, server providers, or software; inability to access the Program Site; theft, tampering, destruction, or unauthorized access to, or alteration of Applications; Applications that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the Internet or at any website; printing or human or other errors; and any Applications which are late, lost, incomplete, misdirected, stolen, or any combination thereof.

By submitting an Application, applicants agree to release, discharge, indemnify, defend, and hold harmless the Program Entities, and their respective parent companies, subsidiaries, their respective representatives and agents, and all of their respective affiliated companies, employees, officers, directors and shareholders, from and against all claims and damages or liability arising (i) in connection with applicant's participation in and/or application to the Program, including participation in the Fellowship and/or Programming, or (ii) due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from

participation in and/or application to the Program, including participation in the Fellowship and/or Programming.

Applicant expressly acknowledge and agree that this release includes a waiver of all claims, whether known or unknown, suspected or unsuspected, that applicant may have against the Program Entities. Applicant further acknowledges that applicant understands and expressly waive sthe protections of Section 1542 of the California Civil Code, which states:

“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.”

Applicant acknowledges that applicant may later discover facts or claims in addition to or different from those applicant now knows or believes to exist with respect to the subject matter of this release, but applicant intends, through this release, to fully and finally settle and release all such matters, including unknown or unsuspected claims. Accordingly, applicant expressly waives any rights or benefits available under Section 1542 and any similar laws in any jurisdiction that would otherwise limit the scope of this release to known claims.

CONFIDENTIALITY

By submitting an Application and participating in the Program, applicant acknowledges and agrees that if applicant is selected as a Fellow, applicant will not disclose to any person or third party the fact that applicant was selected until notified by the Foundation that such disclosure is permitted. Applicant shall not publicize to any person or third party any proposed or existing business relationship with any of the Program Entities without prior written approval of such Program Entities, which such authorization may be terminated at the sole discretion of the Program Entities at any time. Without limiting the foregoing, applicant shall not use the name “Tory Burch Foundation,” “Tory Burch,” or any other trademarks or logos of the Program Entities without prior written approval of such Program Entities, which such authorization may be terminated at the sole discretion of the Program Entities at any time.

The Foundation will coordinate all press announcements regarding the Program and will provide applicant with as much advance notice of such announcements as possible. The Foundation may refuse any media opportunity in its sole discretion. Applicant agrees not to make any public announcement or promote or publish any information regarding the Program, including but not limited to sharing or otherwise disclosing any written information, photographs, or images associate with the Program, in any media, including all social media platforms, without prior written approval of the Foundation, which such authorization may be terminated at the sole discretion of the Foundation at any time.

GENERAL TERMS AND CONDITIONS

All Applications become the property of the Foundation and will not be returned. By submitting an Application, each applicant (a) accepts and agrees to be bound by these Terms and Conditions, including all eligibility requirements, and the Foundation’s

Privacy Policy and Terms of Use, and (b) gives express permission to be contacted by the Foundation's representatives for Program administration purposes. All applicable federal, state, territory, provincial and local laws and regulations apply. In the event that the Program is challenged by any legal or regulatory authority, the Foundation reserves the right to discontinue or modify the Program, or to disqualify applicants residing in the affected geographic areas. In such event, the Program Entities shall have no liability to any applicants who are disqualified due to such an action. Failure by the Foundation to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. The Foundation reserves the right to disqualify any applicant that in its sole judgment violates the letter or the spirit of the Program. All decisions regarding the Program's Terms and Conditions, procedures, and processes are at the sole discretion of the Foundation. By submitting an Application, applicants agree not to seek any financial damages from the Program Entities for any claim, dispute or cause of action in connection with or arising out of or the Program. If the Program is not capable of running as planned for any reason, including, without limitation, as a result of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, cancellation of games, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Program, the Foundation reserves the right, in its sole and absolute discretion, to cancel, terminate, modify or suspend the Program.

THE FOUNDATION

The Tory Burch Foundation, Inc., 11 West 19th Street, New York, NY 10011.