

# Terms And Conditions

Thank you for your interest in applying to participate in “The Womenpreneur Pitch-a-ton Africa 2021” (the “Programme”). In order to apply and participate you must accept these terms and conditions.

By using our website, you accept these terms, conditions and disclaimer in full; accordingly, if you disagree with these terms, conditions and disclaimer or any part thereof, you must not use our website or submit your application and materials.

This website is provided “as is” without any representations or warranties, express or implied and Access Bank Plc makes no representations or warranties in relation to this website or the information and materials provided on this website.

Please be informed that all submitted videos and materials become property of Access Bank Plc and will not be returned.

Please be advised that you must meet the following eligibility requirements (which may be changed at any time by Access Bank Plc in its sole discretion) in order to participate in the Programme:

- You must be a woman
- You must be between the ages of 18-45 years .
- You must be a legal resident of Nigeria, Ghana, Rwanda, Zambia, Sierra Leone, Mozambique, Gambia, DR Congo, South Africa and Kenya.
- That within the past one (1) year you were not an employee, contractor, officer, director or agent of any of the following:
  - Access Bank Plc, or any parent, subsidiary, affiliated or related entity of any of the foregoing;
  - any person or entity involved in the development, production, distribution or other exploitation of the Programme or any variation thereof;
  - any known major sponsor of the Programme or its advertising agency; ○ any person or entity supplying services or prizes to the Programme.
- You may not be a candidate for public office and must agree not to become a candidate for public office from the date of the Audition Release until one (1) year after the initial broadcast of the last episode of the Programme in which you appear. You may not have been convicted of a felony.
- You must voluntarily submit to a background check.
- You have not participated in the IFC mini MBA under the previous editions of the Womenpreneur Pitch-a-ton program
- You have not previously won a grant from Access Bank through the Womenpreneur Pitch-a-ton program

In consideration for my possible appearance and participation in a reality-based television Programme currently entitled “The Womenpreneur Pitch-a-ton Africa 2021” (“The Programme”) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (including any entity set forth below) hereby agree as follows (“Agreement”):

Eligibility Requirements. I hereby represent and warrant that:

- I am a woman
- I am between the ages of 18-45 years
- I am a legal resident of Nigeria Ghana, Rwanda, Zambia, Sierra Leone, Mozambique, Gambia, South Africa, DR Congo and Kenya;
- Neither I nor any of my immediate family members or anyone living in my household may be or has been within the past one (1) year employees, contractors, officers, directors or

agents of Access Bank Plc or any parent, subsidiary, affiliated or related entity of any of the foregoing,

1. any person or entity involved in the development, production, distribution or other exploitation of the Programme or any variation thereof,
  2. any known major sponsor of the Programme or its advertising agency or (c) any person or entity supplying services or prizes to the Programme;
- I am not currently a candidate for public office and agree that I will not become a candidate for public office from the date of this Agreement until one (1) year after the initial broadcast of the last episode of the Programme in which I appear;
  - I have not been convicted of a felony; and
  - I shall voluntarily submit to a background check if requested by Access Bank Plc (and agree to execute all consents, authorizations, and releases in connection therewith).
  - I have not participated in the IFC mini MBA under the previous editions of the Womenpreneur Pitch-a-ton program
  - I have not previously won a grant from Access Bank through the Womenpreneur Pitch-a-ton program

I acknowledge that Access Bank Plc reserves the right at any time to render ineligible any person who Access Bank Plc determines, in its sole discretion, is sufficiently connected with the production, administration, or distribution of the Programme such that his or her participation in the Programme could create the appearance of impropriety. I further understand and agree that Access Bank Plc reserves the right to change any of the eligibility requirements at any time.

I am not currently a member of any performing arts union or guild. If I am, or have ever been, a member of any performing arts union or guild, I agree that my participation as a participant on the Program or in the audition process therefore, if any, does not constitute a performance or appearance as defined by any performing arts union or guild, nor does it entitle me to any wages or salary or other similar compensation.

Grant of Rights. In consideration for my possible participation in the Programme and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (including any entity set forth below) hereby grant Access Bank Plc and each of its respective employees, contractors, agents, representatives, officers, directors, assignees (including, without limitation) of, and affiliated and related entities the following: The absolute and irrevocable right and permission (but not the obligation) to interview me, audition me, photograph, film, tape and otherwise visually, audio visually and/or by audio means record me and/or my voice ("Likeness") by any method whatsoever in and in connection with the Programme and the business activities of Access Bank Plc.

The absolute and irrevocable right and permission (but not the obligation) to photograph, film, tape and otherwise visually, audio visually and/or by audio means record any idea, product, invention, service or business owned or controlled by me, including without limitation any names, logos, artwork, packaging, trademarks and service marks related thereto, (collectively "Business Indicia") by any method whatsoever in and in connection with the Programme and the business activities of Access Bank Plc. All rights of every kind and character whatsoever, whether now known or hereafter devised, in perpetuity throughout the universe in and to

- any and all footage, tapes and/or other recordings taped, filmed, photographed, recorded and/or otherwise produced hereunder depicting me and any performances or actions made by me,
- material supplied by me (whether scripted or unscripted, written, spoken, sung, or otherwise uttered or expressed by me) and information given by me and/or captured on any such footage, tapes, and/or recordings ("Statements"), and
- all of the results and proceeds thereof (collectively, (i), (ii) and (iii) shall be referred to as the "Material").

I acknowledge that the Material is specially ordered by Access Bank Plc for use as part of an audiovisual work and shall be considered a work made for hire for Access Bank Plc, and therefore Access Bank Plc shall be the author and copyright owner thereof for all purposes throughout the universe in perpetuity. To the extent that such Material is not deemed a work-for-hire in any jurisdiction, I irrevocably assign, transfer and convey such Material to Access Bank Plc including, without limitation, all copyrights, renewals, and extensions of copyrights therein, in all media now known or hereafter devised, throughout the universe in perpetuity. For the avoidance of doubt, the Material shall include neither the Business Indicia nor any other intellectual property relating to my business.

The irrevocable right to reproduce, edit, dub, subtract from, add to, modify or juxtapose the Likeness, Business Indicia, Statements and/or Material in any manner and to combine them with any other material. I understand, acknowledge and agree that Access Bank Plc shall have no obligation to use any of the Likeness, Business Indicia, Statements and/or Material in or in connection with the Programme.

The irrevocable, perpetual, nonexclusive right to use, copy, digitize, sublicense, transmit, distribute, publicly perform, publish, display, and make any other uses of the Likeness, Business Indicia, Statements, whether or not embodied in the Material, in any media now known or hereafter devised, throughout the universe, in and in connection with the Programme, including without limitation the advertising, promotion, marketing or exploitation of the Programme (including without limitation commercial tie-ins and the exploitation of any allied, ancillary and subsidiary rights in and to the Programme), and the business activities of Access Bank Plc.

I understand, acknowledge and agree that Access Bank Plc may exercise any aspect of the foregoing granted rights without review by, compensation to, or approval by me or any other party, except as prohibited by law.

I grant the rights hereunder whether or not I am selected to participate as a contestant in the Programme in any manner whatsoever. Without limiting paragraph 4 below, I release the Releasees (as that term is defined herein below) from any and all liability arising out of its use of the Likeness, Business Indicia, Statements and/or the Material, and I agree not to make any claim against Releasees as a result of the recording or use of the Likeness, Business Indicia, Statements and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity and/or any claims based on defamation, libel and/or false light and/or copyright, trademark or patent infringement). **Representations and Warranties.** I hereby represent and warrant that:

1. I, alone or in concert with any collaborators (collectively "Collaborators"), have the right to grant the rights granted hereunder;
2. I, alone or in concert with any Collaborators, have the right to enter into this Agreement;
3. I, alone or in concert with any Collaborators, own and control all rights in and to the idea, product, invention, service or business that I desire to present as part of my participation in the Programme;
4. the consent of no other person, firm, corporation or labor organization (other than any Collaborators) is required to make my desired presentation or to enable Access Bank Plc to use the Likeness, Business Indicia, Statements and the Material as described herein;
5. Access Bank Plc's use of the Material, Business Indicia, Statements and Likeness hereunder will not violate the rights of any third party other than any Collaborators;
6. Access Bank Plc shall have the right to use the Material free and clear of any claims for royalties, residuals or other compensation, either by virtue of this Agreement or any guild or union agreement, which I acknowledge does not govern my relationship with Access Bank Plc;
7. I have answered all questionnaire and application questions completely, honestly and accurately, and I acknowledge that if any of the foregoing information is found to be false,

that this will be grounds for my dismissal from the Programme participant selection process and/or from the Programme, if selected;

8. I further understand and acknowledge that I will be required to enter into further agreements with Access Bank Plc relating to my Business and participation in the Programme and
9. I understand and agree that all decisions by the Access Bank Plc concerning the selection of the participants are final and not subject to challenge or appeal.

**Securities Acknowledgment.** I understand that the announcement, solicitation and/or acceptance of any investment in my Business or any equity interests thereto of any kind from Access Bank Plc may be a securities offering under securities laws in Nigeria, and I agree to comply with any and all applicable securities laws in connection therewith, including but not limited to laws governing the offer and sale of securities. I also understand that it is my sole responsibility to comply with such securities laws, that Access Bank Plc will not be providing me with any advice or assistance of counsel in that regard. In addition, I acknowledge and agree that Access Bank Plc will not be acting on my behalf, either directly or indirectly, as an agent, broker or finder, in connection with the offer or sale of any securities and Access Bank Plc will not have any liability for my failure to comply with such securities laws.

**Confidentiality.** Without the express prior written consent of Access Bank Plc, I shall not at any time, reveal, report, publish or disclose any information or trade secrets obtained or learned by me about the Programme, including, without limitation, any information concerning or relating to the Programme, the participants, the events contained in the Programme, any ideas, products, inventions, services or businesses presented by any participant in connection with the Programme or the outcome of the Programme or any presentation associated therewith (collectively, "Confidential Information"). This confidentiality obligation shall remain in place whether or not I am selected to participate in the Programme, and shall continue both during and after my participation in the participant selection and, if I am selected as a participant, my participation in the Programme, and shall continue regardless of whether or not an episode of the Programme has been broadcast which may include some or all of the Confidential Information. I further agree that any Confidential Information of which I become aware will only be used for the express and exclusive purposes for which Access Bank Plc has instructed me to use the Confidential Information.

**General Release.** To the maximum extent permitted by law, I, my heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns (collectively "Releasing Parties") hereby irrevocably and unconditionally release and covenant not to sue Access Bank Plc and their respective parent, subsidiary, affiliated and related entities, their successors, licensees, assigns, and their respective directors, officers, shareholders, members, employees, agents and representatives (collectively "Releasees") from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys' fees) (collectively "Claims") arising out of, resulting from, or by reason of my application for and/or participation in or in connection with the Programme, including, without limitation, any travel I undertake in connection with my participation in the Programme, any exploitation, distribution, exhibition, advertising and/or promotion of the Programme or my appearance on the Programme, any disclosure of my idea, product, invention, service or business, the failure of the Access Bank Plc to select me as a participant, the cancellation of the Programme, the negotiation, entry into or breach of any agreement between any venture capitalist "shark" and me (whether during or after the production of the Programme and whether or not such negotiation culminates in a binding agreement), or the exercise by Access Bank Plc or anyone else of any rights granted by me under this Agreement, on any legal theory whatsoever (including without limitation personal injury, property damage, violation of privacy and publicity rights, false light, defamation, intentional or negligent infliction of emotional distress, products liability, breach of express or implied contract, breach of any statutory or other duty of care owed under applicable laws, infringement of copyright, trademark or patent, loss, limitation or reduction of any intellectual property rights and loss of earnings or potential earnings).

Limitation of Remedies. Without limiting any provision of this Agreement, my remedies for any breach of this Agreement by Access Bank Plc or others will be limited to an action at law for damages (if any), and in no event will I be entitled to rescind this agreement or seek injunctive or any other equitable relief (including without limitation through any arbitration proceeding) in connection therewith.

**Release of Unknown Claims.** I acknowledge that there is a possibility that after my acceptance of these terms and conditions, I may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed and which, if known by me at that time, may have materially affected my decision to execute this Agreement. I acknowledge and agree that by reason of this Agreement, and the release of liability contained herein, I am assuming any risk of such unknown facts and such unknown and unsuspected claims. I acknowledge and agree that this waiver is an essential and material term of this **Agreement** and that without such waiver, Access Bank Plc would not have accepted this Agreement or my application.

**Indemnity.** I, individually and on behalf of the Releasing Parties, agree to defend (at indemnitees' option), indemnify and hold harmless the Releasees from any and all Claims caused by or arising out of my application for and/or participation in and in connection with the Programme, including, without limitation, any of the following:

1. any statement, action or omission made or taken by me or anyone else during or in connection with or relating to the Programme;
2. my failure to follow the instructions of Access Bank Plc, any of their officers, agents, representatives or employees, or anyone connected with the Programme;
3. my breach of any of my representations, warranties, undertakings, promises or obligations pursuant to this Agreement or the Programme Rules (as may be promulgated and amended from time to time);
4. my possession or use of any prize or investment; or
5. the use by Access Bank Plc or any of their respective licensees or assigns of any of the rights I have granted herein.
6. **Governing Law.** Regardless of where this application is submitted, this Agreement shall be deemed to be entered in Lagos, Nigeria and shall be governed by and interpreted in accordance with the laws Nigeria

**Dispute Resolution/Binding Arbitration.** Both Access Bank Plc, on behalf of itself and I acknowledge, understand and agree that any action, proceeding or litigation concerning this Agreement or my appearance or participation in the Programme may only be brought in Lagos, Nigeria. The Parties hereby undertake to use their reasonable and best endeavors to amicably resolve any dispute or misunderstanding that may arise between them, in relation to the terms of this Agreement.

- Where the Parties are unable to resolve any dispute amicably within thirty (30) days of holding consultations after the dispute arises, such dispute shall be referred to a single Arbitrator jointly appointed by the Parties hereto.
- Where the Parties are unable to agree on the choice of a single Arbitrator, they shall jointly apply to the President for the time being of the Chartered Institute of Arbitrators of Nigeria, or his delegate, who shall appoint a single Arbitrator to resolve any referred dispute.
- The Arbitration and Conciliation Act (CAP. A18) Laws of the Federation of Nigeria, 2004 as amended from time to time, or any re-enactment thereof shall apply to the Arbitration.
- The arbitration proceedings shall take place in a venue or venues in Nigeria agreed by the parties and shall be conducted in English language.

I further acknowledge and agree that the business realities of television productions of this nature, including the Programme, create special circumstances for which Access Bank Plc must be able to maintain its ability to seek injunctive relief and/or other equitable and/or provisional

remedies. Accordingly, the parties agree that nothing in this paragraph or in any of the applicable laws shall prevent Access Bank Plc from seeking provisional relief outside of arbitration. For example, a participant's premature or threatened disclosure in violation of the confidentiality provisions of this Agreement could result in a reduction of audience interest or other diminution in the value of the Programme or Access Bank Plc's rights hereunder, which would cause Access Bank Plc irreparable injury and damage that could not be reasonably calculated or adequately compensated by damages in an action at law. I hereby expressly agree that Access Bank Plc shall be entitled to injunctive and other equitable relief

**Severability, Assignment.** In the event of any one or more of the provisions of this Agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not a part of this Agreement, and the Agreement shall be carried out as nearly as possible in accordance with its original terms and intent.

**Entire Agreement.** In accepting this terms and condition, I have not relied on any representations or other statements that are not contained herein. No promises have been made to me other than as expressly set forth herein. This Agreement shall supersede and replace all prior and contemporaneous oral, written and electronic communications, understandings and agreements between Access Bank Plc and me relating to the subject matter hereof. This Agreement sets forth the entire agreement between Access Bank Plc and me with respect to the subject matter hereof and may not be altered or amended except by a writing signed by both parties.

**Modification or Amendment.** This Agreement cannot be changed, amended, modified or terminated except in writing signed by Access Bank Plc and me.

**Waiver.** Any waiver of any term of this Agreement in a particular instance shall not be a waiver of such term for the future. I agree that the invalidity or unenforceability of any part of this Agreement shall in no way affect the validity or enforceability of any other part thereof. I declare under penalty of perjury that all statements made by me in this Agreement are true. The name I give is my legal name. I have been given ample opportunity to read, and have carefully read, this entire Terms and Condition and I represent and warrant that I have had the opportunity to consult with my own legal counsel prior to accepting and I have either so consulted with my own counsel or, in the alternative, I have voluntarily and on my own accord declined such opportunity. By accepting these terms and conditions, I am voluntarily and knowingly agreeing to the terms and conditions of this Agreement.