



Terms And Conditions

Thank you for your interest in applying to participate in “The Womenpreneur Pitch-A-Ton 2024” (the “Programme”). 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 (Ghana) 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 the property of Access Bank (Ghana) 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 (Ghana) Plc at its sole discretion) in order to participate in the Programme:

- You must be a female
- You must be between the ages of 18-45 years
- Own and manage their own businesses or own 50% of the business
- You must be a legal resident of Ghana.
- That within the past one (1) year you were not an employee, contractor, officer, director or an agent of any of the following:
 - Access Bank (Ghana) Plc, or any parent, subsidiary, affiliated or related entity of any of the foregoing;
 - any person or entity involved in the development, production, distribution of the Programme or any variation thereof;
 - any known major sponsor of the Programme or its advertising agency; or any person or entity supplying services or prizes to the Programme.
- You should 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 should not have been convicted of a felony.

- You must voluntarily submit to a background check if need be.
- You must not have participated in the IFC mini-MBA/ Business Management Bootcamp under the previous editions of the Womenpreneur Pitch-a-ton programme
- You have not previously won a grant from Access Bank (Ghana) Plc through the Womenpreneur Pitch-a-ton programme

I acknowledge that Access Bank (Ghana) Plc (hereinafter referred to as “the Bank”) reserves the right at any time to render me ineligible or any person who the Bank determines, based on its sole discretion, is sufficiently connected with the production, administration, or distribution of the Programme such that participation in the Programme could create the appearance of impropriety. I further understand and agree that the Bank reserves the right to change any of the eligibility requirements at any time during the programme.

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 the Bank and its successors-in-title and assigns the following rights:

- (a) The absolute and irrevocable right and permission (and not obliged) to interview/audition me, photograph, film, tape and otherwise visually/audio visually, or by audio means record me and/or my voice by any method whatsoever in connection with the Programme and the business activities of the Bank.
- (b) The absolute and irrevocable right and permission 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 to any names, logos, artwork, packaging, trademarks and service marks related thereto, (collectively “Business Indicia”) by any method whatsoever in connection with the Programme and the business activities of the Bank. All rights of every kind and character whatsoever, whether now known or hereafter in perpetuity to :

- i. any and all footages, tapes and/or other recordings taped, filmed, photographed, recorded and/or otherwise produced hereunder depicting me and any performances or actions made by me,
- ii. materials 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 footages, tapes, and/or recordings (“Statements”), and
- iii. all the results and proceeds thereof (collectively, (i) and (ii) shall be referred to as the “Material”).

I acknowledge that the Material is specially ordered by the Bank for use as part of an audiovisual work and shall be considered a work made for hire for the Bank, and therefore the Bank 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 the Bank including, without limitation, all copyrights, renewals, and extensions of copyrights therein, in all media now known or hereafter in perpetuity.

- (c) 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 in connection with the Programme, including without limitation the advertising, promotion, marketing or exploitation of the Programme (including without limitation commercial relationships and the use by any allied, ancillary and subsidiary rights in and to the Programme), and business activities of the Bank.

I understand, acknowledge and agree that the Bank 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. Without limiting sub-paragraph 4 below, I release the Releasees

(a waiver of claims or liabilities related to participation in the Programme) from any and all liabilities arising out of its use of the Likeness, Business Indicia, Statements and/or the Material, and I agree not to make any claim against the 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 the Bank to use the Likeness, Business Indicia, Statements and the Material as described herein;
5. The Bank'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. The Bank shall have the right to use the Material free and clear of any claims for royalties, residuals or other compensation by virtue of this Agreement or any guild or union agreement, which I acknowledge does not govern my relationship with the Bank.
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 it shall constitute grounds for my dismissal from the Programme participation selection process and/or from the Programme, if selected;

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

Securities Acknowledgment: I understand that the announcement, solicitation and/or acceptance of any investment in my Business or any equity interests of any kind from the Bank may be a securities offering under Securities Laws in Ghana, 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 and seek independent advice, and that the Bank will not provide me with any legal advice or assistance of counsel in that regard. In addition, I acknowledge and agree that the Bank 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 (Ghana) Plc will not have any liability for my failure to comply with such securities laws.

Confidentiality: I shall not at any time without the express prior written consent of the Bank 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 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 of will only be used for the express and exclusive purposes for which the Bank 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 covenants not to sue Access Bank 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 to attorneys fees) (collectively "Claims") arising out of, resulting from, or by reason of my application for and/or participation or in connection with the Programme, including without limitation, any travel I undertake in connection with my participation in the Programme, any 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 Bank not selecting 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 (Ghana) 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, 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 the Bank will be limited to an action at law for damages (if any) for direct losses only, 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 informed 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 the Bank would not have accepted this Agreement or my application.

Indemnity: I and on behalf of the Releasing Parties, agree to defend, 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 the Bank, 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 amended from time to time);
4. my possession or use of any prize or investment; or
5. the use by the Bank or any of their respective licensees or assigns of any of the rights I have granted herein.

Governing Law.: this Agreement shall be governed, construed and interpreted in accordance with the laws Ghana.

Dispute Resolution/Binding Arbitration: 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 Ghana, or his delegate, who shall appoint a single Arbitrator to resolve any referred dispute.

- The arbitration proceedings shall take place in Ghana and shall be conducted in the 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 the Bank shall have the right to seek injunctive relief and/or other equitable remedies at law. Accordingly, the parties agree that nothing in this paragraph or in any of the applicable laws shall prevent the Bank from seeking an injunctive 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 the Bank's rights hereunder, which would cause the Bank 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 the Bank shall be entitled to an injunctive and other equitable reliefs.

Severability: If any term or provision of this Term and Condition is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision or part(s) thereof shall be struck from and such provision shall not affect the legality, enforceability, or validity of the remainder of this agreement, and the provision struck off shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the provision struck off as is legally possible.

Assignment: I shall not assign or sub-contract any portion of this agreement without the prior written consent of the Bank.

Entire Agreement: In accepting these terms and conditions, 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 stated herein. This Agreement shall supersede and replace all prior and contemporaneous oral, written, and electronic communications, understandings, and agreements between the Bank and me relating to the subject matter hereof.

Modification or Amendment: This Agreement cannot be changed, amended, modified, or terminated except in writing and executed between the Bank 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 that all statements made by me in this Agreement are true. The name I give is my legal name and have been given ample opportunity to read, and have carefully read, this entire Terms and Conditions 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, and or voluntarily and on my own accord declined such opportunity.