

VISA'S SHE'S NEXT KENYA GRANT CONTEST OFFICIAL RULES

("Official Rules")

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

THIS CONTEST IS ONLY OPEN TO RESIDENTS OF KENYA

1. **DESCRIPTION:** The Visa She's Next Grant Contest (the "Contest") is administered by KITE Solutions Inc ("Administrator") and supported by Visa International Service Association (the "Promoter"). Entrants may enter the Contest beginning at 12:00 am East Africa time on May 22, 2024, and applications will be accepted on a rolling basis through 11:59 pm East Africa time on June 12, 2024 ("Entry Period").
2. **Acceptance** is dependent on the applicant meeting the judging criteria and program capacity.
3. **The Contest is void where prohibited or restricted by law, is subject** to applicable federal, state, and local statutes, rules, regulations, and other laws (each a "Law") and is governed by these Official Rules.
4. **ACCEPTANCE OF THE OFFICIAL RULES; LAWS:** By entering the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and by the decisions of Administrator or Promoter, which shall be final and binding on all matters pertaining to the Contest. By entering the Contest, each entrant also agrees to comply with any and all applicable Laws in his or her jurisdiction/market and those that are in connection with his or her participation in the Contest. Entry in the Contest does not constitute entry into any other promotion, sweepstakes, or contest.

ELIGIBILITY: The Contest is open to any woman entrepreneur who meets all the following eligibility requirements:

1. The entrant must be at the time of the entry a legal resident of Kenya.
2. The entrant must, at the time of entry, be an adult (18 and above)
3. The entrant must own at least 51% of their business and operate their business in Kenya.
4. The entrant's business must have been operating for over 1 year.
5. The entrant must have a business that has a product or service in market and is generating a minimum annual revenue of US Dollars 5,000 (or its equivalent).
6. Limit of one (1) Entry per person.

Promoter, Administrator, their advertising and promotion agencies, the prize providers, any other company or organization involved with the design, sponsorship, or operation of the Contest, and each of their respective officers, directors, employees, and agents (collectively, the "Sponsor Parties"), and immediate family and household members of such individuals, or any other persons specified by law are NOT eligible to enter the Contest. Unless otherwise defined by applicable law, "Immediate family members" shall mean a person's spouse and a person's and their spouse's parents, stepparents, legal guardians, children, stepchildren, siblings, and stepsiblings, and each of their respective spouses. "Household members" shall mean those people who share the same residence, whether or not related.

7. **HOW TO ENTER:** To enter the Contest, each entrant must complete and submit the "Contest Entry Form" found on the Contest Site [She's Next Kenya | Visa](#), including completion of all of the elements in the Contest Entry Form ("Entry"). Only one Entry per person is permitted. The written portion of the Entry must not exceed 1,000 words in total length for answers to the questions (specific caps are included for each of the questions). You may include photos or videos, as requested also.
8. **ADDITIONAL ENTRY REQUIREMENTS; REPRESENTATIONS BY ENTRANTS:**
 1. All Entries must be received by the end of the Entry Period. Entries will not be acknowledged or returned. Proof of transmission of an Entry does not constitute proof that it was received. Incomplete, unreadable, late, or unintelligible Entries are void and will be disqualified.
 2. Limit of one (1) Entry per person.
 3. In the event of a dispute as to the identity or eligibility of an entrant, the Entry will be deemed to be made by the "Authorized Account Holder" of the email address listed in the Entry, provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable service provider or other organization (such as a business or educational institution) has assigned the email address. An entrant may not use multiple email or social media accounts to enter, and if an entrant does so, all of such entrant's Entries may be disqualified.
 4. Each Entry (including the Entry form and all other data, information, images, content, and other

materials included in the Entry) must comply with the following:

- A. It must be entirely the original work of the entrant.
 - B. It must not contain any individual's photograph, likeness, name, voice, or other element of persona and identity unless the entrant has obtained all written releases and consents from such individual necessary to enter the Entry in the Contest (or the parent/legal guardian for any minor depicted), and to grant the rights in the Entry as provided in these Official Rules.
 - C. If a professional image or video is submitted, you are responsible for securing usage rights from the photographer or videographer to reproduce, distribute, display, and create derivative works of the image by the Administrator and the Promoter, and their respective successors, assigns and agents (including advertising and promotion agencies), in connection with the Contest and promotion of the Contest, in perpetuity, and in any media now or hereafter known.
 - D. It must not infringe, misappropriate, or violate any intellectual property rights, privacy rights, publicity rights, or other proprietary rights of any third party.
 - E. All information provided in the Entry must be true, accurate, and correct in all respects.
 - F. It must not be created or submitted through any script, macro, or other automatic method.
 - G. It must comply with these Official Rules and all applicable Laws.
 - H. It must be suitable for publication to a general audience and must not contain anything that:
 - A. is illegal, abusive, tortious, defamatory, pornographic, sexually explicit, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable;
 - B. promotes discrimination based on race, ethnicity, nationality, religion, sex, sexual orientation, disability, or age;
 - C. promotes violence or unsafe or illegal activity;
 - D. is threatening, harassing, or degrading;
 - E. serves to impersonate any person or entity or misrepresent affiliation with any person or entity; or
 - F. disparages or injures the reputation or goodwill of the Promoter, Administrator, the prize providers, or any of their respective officers, directors, employees, products, or services.
5. Entries that do not comply with these requirements (as determined by Administrator or Promoter in its sole discretion) are void and will be disqualified. Media, as defined in the Contest application, must be of high resolution and no more than 10MB per file. Photos must be provided in PNG or JPG format, in videos in MP3 format. Entrants may be required to submit proof of compliance with these requirements, and failure to provide such proof on request may, in Administrator or Promoter's sole discretion, disqualify an entrant's Entry.
6. Neither submission of an Entry nor any other participation in the Contest creates any confidential, fiduciary, agency, employment, or other relationship or contract between Promoter or Administrator and any entrant, and by submitting an Entry each entrant acknowledges that no such relationship or contract exists.
7. By entering the Contest, each entrant represents and warrants to Administrator/Promoter that:
- A. The entrant's Entry meets all of the requirements in Section 7 as detailed above
 - B. The entrant meets all the eligibility requirements for the Contest; and
 - C. The entrant has complied with these Official Rules and all applicable Laws in entering and participating in the Contest.

9. **JUDGING AND WINNER DETERMINATION:**

1. Judging Period - The Finalists will be selected by the judges by 24th June 2024.
2. Judges - Eligible Entries will be evaluated by the Administrator and the Promoter.
3. Judging Method and Criteria - The judges will make their decision by awarding point values from 0-20 (with 20 being the highest score) in each of the following categories:
 - A. Compelling Story of Entrepreneurship (20 points)
 - B. Strength of business metrics (20 points)
 - C. Compelling digital presence (20 points)
 - D. Compelling Problem Business Is Solving (20 points)
 - E. Quality of Written Materials and/or Visual Media (20 points)
4. The Judges will filter the Entries and will select as per the above-mentioned Method and Criteria a total of 5 Finalists.

Announcement – The selected Finalists of the Contest will be announced across public marketing channels operated by Visa and KITE Solutions Inc by June 24th 2024, following the Recipient Determination period.

Selection of She's Next Prize Winners: The judges will organize an event and will invite the selected Finalists to present them with their business ideas ("Event"). The judges will select from the Finalists, 1 primary winner (First Prize Winner) and 4 secondary winners. In all cases, potential Winners must meet the requirements of these Official Rules to officially qualify as the Winners, subject to verification.

10. **PRIZES AND APPROXIMATE RETAIL VALUES:** The First Prize Winner will receive a KES 2.5 million grant while the runners up will receive KES 1.5 million and third place finisher will receive KES 1 million
11. **GENERAL PRIZE CONDITIONS:** All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by the Administrator or Promoter in its sole discretion. The awarding of prizes is not intended to, and shall not be deemed to, create any employment or similar contract or relationship between Administrator or Promoter and any Recipient. No prize is exchangeable, assignable, or otherwise transferable, except at the Administrator or Promoter's sole and absolute discretion. Promoter reserves the right to substitute for any prize one or more items or services of equal or greater value. The value of each prize may be taxable to each Winner as income. An applicable tax form will be issued by the Administrator in the name of each Recipient for the value of the prize(s) received, as applicable by Law. Each Recipient shall be solely responsible for all taxes (including federal, provincial and local sales and income taxes), and the reporting consequences thereof, for any other fees or costs associated with the applicable prize(s), and for any other liabilities incurred in connection with any prize.
12. **RECIPIENT NOTIFICATION FOR THE SHE'S NEXT AWARD EVENT:** Each potential Recipient will receive a notification from Promoter or Administrator (an "Event Notification") sent to the email address indicated by each potential Recipient in their applicable Entry. The notification will include 1) an invitation to attend the Event that will be organized for the selection of the She's Next Award's Winners and 2) confirmation on the place, date and time of the Event. Each potential Recipient will have five (5) working days to respond in writing to the Event Notification once it has been sent to the potential Recipient, including confirmation of their attendance at the Event. Promoter and Administrator shall have no liability for any Event Notification that is lost, intercepted, or not received by a potential Recipient for any reason.
13. **WINNER NOTIFICATION AND PRIZE CLAIM:** Each potential winner ("Winner") will receive a notification from Promoter or Administrator (a "Prize Notification") within 7 working days from the selection date, sent to the email address indicated by each potential Winner in their applicable winning Entry. Each potential Winner will have five (5) working days to respond in writing to the Prize Notification once it has been sent to the potential Winner, including providing any requisite information to accept their prizes. Promoter and Administrator shall have no liability for any Prize Notification that is lost, intercepted, or not received by a potential Winner for any reason. In order to claim a prize, each potential Winner may be required to verify for Administrator or Promoter their permanent address, full name, contact details, and copy of their ID or copy of passport and/or social security or taxpayer identification number, for purposes of compliance with tax regulations, as per the applicable Law. Upon Promoter's or Administrator's request, each potential Winner must also execute and return, where legally permissible, a declaration of eligibility, a liability release, and/or a publicity release and assignment of rights. If a potential Winner is found to be ineligible, has not complied with these Official Rules, or declines the prize(s) for any reason prior to being awarded, or has not claimed his/her prize within 45 days of the date of his/her notification, such potential Winner will be disqualified and forfeit his or her prize, and an alternate Winner may be determined by the

Administrator from the pool of remaining entrants based on the judging Criteria described in these Official Rules, and as permitted by the applicable Law. Administrator or Promoter may successively attempt to contact up to five (5) potential Winners in accordance with such procedure, and if there is still no confirmed Winner of a prize after such attempts have been made, Administrator or Promoter may announce an alternate means for awarding that prize, as per the applicable Law. The distribution of the prize(s) will be at the sole determination of the Administrator to the individuals deemed to have won the Contest by the Administrator in accordance with these Official Rules.

14. **USE OF PERSONAL DATA:** Entrants consent to all their personal information collected by or on behalf of Administrator, Promoter or Sponsor Parties (including without limitation, an entrant's name, biographical data, and city and state/province of residence) may be used for the administration of the Contest and as stated in these Official Rules. Except to the extent prohibited by Law, each Recipient consents and grants to Administrator or Sponsor Parties and each of their respective designees the right to use his or her personal data to the extent necessary for the effective conduct of the Contest which may include the passing of such personal information to third parties, as well as to parties outside the Recipient's country of residence and to publicize such Recipient's name and address (city and state/province of residence), photo (if provided), complete Entry and prize information in connection with the Contest, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission. The Recipient acknowledges that such countries may not have data protection laws equivalent or stricter than those of Recipient's country of residence.
15. **LICENSE GRANT:** By submitting an Entry, each entrant irrevocably grants Sponsor Parties and its designees the unconditional, irrevocable, and perpetual right and permission, royalty-free, to use the Entry and any other data, information, images, content, or materials included in such Entry, in any media now known or hereafter devised, throughout the world for brand promotional purposes and related activities. Sponsor Parties are not obligated to use any of the above-mentioned data, information, images, content, or materials, but may do so and may edit them in Sponsor Parties' sole discretion, without further obligation or compensation. Each entrant waives all intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor Parties' use of the Entry or exercise of any rights granted to Sponsor Parties, and each entrant agrees not to sue or assert any claim against any of the Sponsor Parties with respect to such use.
16. **RELEASE OF LIABILITY:** By entering the Contest, each entrant (i) agrees that none of the Sponsor Parties, nor any advertising or social media platform, such as Facebook or Twitter, on which the Contest is advertised or through which it is accessed, shall be responsible for, any loss or damage suffered as a result of and (ii), to the maximum extent permitted by Law, releases and holds harmless the Administrator and Sponsor Parties and each such advertising or social media platform from and against, any and all claims, injuries, damages, liabilities, costs, expenses, or losses of any kind (including, but not limited to, personal injury, death, or damage to or loss of property) that may occur, directly or indirectly, in whole or in part, from:
 - A. participation in the Contest;
 - B. any breach or other violation by such entrant of these Official Rules, the Policies, or applicable Law;
 - C. the acceptance, receipt, possession and/or use or misuse of any prize (or any portion of any prize);
 - D. any incorrect, incomplete, garbled, or inaccurate information, or any failure to capture any information, whether caused by entrant, printing errors, human error, or by any of the equipment or programming associated with or utilized in the Contest;
 - E. any damage to an entrant's equipment (such as a computer system or mobile device) which is occasioned by accessing the Contest Site or participating in the Contest;
 - F. miscommunications, or any failed, jumbled, delayed, or misdirected computer, telephone, cable, or other transmissions (including, without limitation, transmissions by email, social media (such as a private or direct messages, check-ins, tweets, and posts), and instant message);

- G. for any technical malfunctions, failures, delays, difficulties, or other errors of any kind or nature;
- H. any Entry, email, prize package, or other material or correspondence that has been tampered with or that is stolen, misdirected, incomplete, lost, late, non-conforming, ineligible, or damaged;
- I. any failure of any postal or delivery service;
- J. any use of the entrant's personal information and Entries as permitted under these Official Rules; or
- K. any other events beyond Administrator or Promoter's reasonable control.

14. **LIMITATION OF LIABILITY:** NEITHER ADMINISTRATOR, NOR PROMOTER NOR ANY OTHER SPONSOR PARTY, SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CONTEST, ANY PRIZE, OR THESE OFFICIAL RULES, HOWSOEVER CAUSED, WHETHER ARISING IN TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER SUCH ADMINISTRATOR, PROMOTER OR SPONSOR PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED. ALL PRIZES ARE GIVEN AWAY "AS IS." THE ADMINISTRATOR, PROMOTER OR SPONSOR PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT) WITH REGARD TO THE CONTEST OR ANY PRIZE. ENTRANTS AGREE TO INDEMNIFY ADMINISTRATOR, PROMOTER OR ANY SPONSOR PARTY AGAINST, ANY DAMAGES, LIABILITIES, LOSSES, OR EXPENSES INCURRED OR ARISING DIRECTLY OR INDIRECTLY OUT OF THE PARTICIPATION IN THE CONTEST, ENTRANT'S USE OR ACCEPTANCE OF ANY PRIZE, ENTRANT'S BREACH OF THE OFFICIAL RULES, THE POLICIES, OR APPLICABLE LAW (INCLUDING ANY WARRANTY IN RELATION TO INTELLECTUAL PROPERTY AND THIRD PARTY RIGHTS), OR THEIR NEGLIGENT OR FRAUDULENT ACT OR OMISSION IN RELATION TO THE CONTEST.
15. **DISQUALIFICATION:** Administrator and Promoter reserves the right to disqualify any entrant who the Administrator or Promoter finds, in its sole discretion, to be tampering with the participation process or the operation of the Contest or the Contest Site, to be acting in violation of these Official Rules, to be acting in a disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, or otherwise in a manner inconsistent with the spirit of the Contest and Administrator or Promoter reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by Law.
16. **TERMINATION/MODIFICATION:** As per the applicable Law, the Administrator and Promoter shall have the right to modify, suspend, or terminate the Contest, at its sole discretion, at any time for any reason, including without limitation as a result of natural disaster, equipment failure, civil disturbance, fraud, financial, or administrative difficulties, technical problems (such as a computer virus/ bug), unauthorized intervention that corrupts the administration, security, fairness, integrity or proper functioning of the Contest, or other causes not within the control of the Administrator or Promoter. In addition, if, in the exclusive judgment of Administrator or Promoter, the Contest (or any portion thereof) becomes compromised in any way, Administrator or Promoter reserves the right, at its sole discretion and as per the applicable Law, to cancel the Contest, to void any Entries submitted fraudulently, and/or to select Winners from among all non-suspect eligible Entries received prior to the act that compromised the Contest. Should the Contest ever be terminated prior to the Winners' or the Finalists' selection, Administrator or Promoter will post a notice on the Contest Site and will make alternate arrangements including the awarding of the prizes based on the judging criteria. As per the applicable Law, Administrator or Promoter reserves the right to make changes in these Official Rules and repost on the Contest Site. Any such changes will become effective upon notice via online posting at the Contest Site or other means of wide dissemination.
17. **INTERPRETATION:** The invalidity or unenforceability of any provision of these Official Rules shall 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 Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Administrator's or Promoter's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

18. **DISPUTES:** Unless otherwise stated by the Governing Laws in Kenya, except where prohibited, each entrant agrees that:
 1. (i) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, this Contest, or any prize shall be resolved individually, without resort to any form of class action, and by the applicable state and/or federal courts and hereby waives any objection to such courts, whether on the basis of venue, personal jurisdiction, inconvenience of the form, or otherwise; (ii) any and all claims made by entrant, and any and all judgments and awards in favor of entrant, shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All disputes concerning the Contest, the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of each entrant and Administrator or Promoter in connection with these Official Rules or the Contest shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre, and governed by and construed in accordance with the Laws of Dubai and applicable Federal laws of the United Arab Emirates, without giving effect to any choice of law or conflict of law rules that would cause the application of the Laws of any other jurisdiction.
19. **PRIVACY:** Entry submission is subject to the following privacy policy at <https://www.visa.co.ke/legal/global-privacy-notice.html>
20. **SOCIAL MEDIA PLATFORMS:** The Contest may be advertised on or accessed through one or more social media platforms, such as Facebook or Twitter. However, the Contest is in no way sponsored, endorsed, or administered by, or associated with, any such platforms. Entrants agree to comply with all terms and policies governing such platforms in connection with the Contest.
21. **ADMINISTRATOR:** The Administrator of the Contest is KITE Solutions Inc, 548 Market Street, PMB 86844, San Francisco, CA 94104
22. **PROMOTER:** The Promoter is Visa International Service Association 900 Metro Center Boulevard Foster City, CA 94404 United States. Visa along KITE Solutions Inc are responsible for managing this Contest and all issues related to the Prizes.