

## 1. TERMS AND CONDITIONS FOR APPLICANTS

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These terms and conditions (Terms and Conditions) apply to the 2023 GoGetta Agripreneur Competition (“Competition”). By entering into the Competition, each applicant (“Applicant” or “you”) is deemed to have read the Terms and Conditions and to have agreed to be bound by them, together with any special rules, prize descriptions or instructions expressly stated to apply to the Competition.

- 1) The organiser of the Competition is AGRA.
- 2) Employees of African Development Bank, AGRF, AGRA, BAYER, USAID, Econet Group, NORAD, Yara International, Corteva Agriscience, Syngenta Foundation, Heifer International, The Southern African Confederation of African Unions (SACAU), Nourishing Africa, One Young World and any other partners of Generation Africa (“the Partners”), as well as employees of any of their associated entities, affiliates, holding companies and/or subsidiaries, are not eligible to enter into or win this Competition. Further, agents of such employees, as well as immediate family members of and those living in the same household as such employees, are not eligible to participate in this Competition.
- 3) To be eligible to participate in this Competition, you and/or your (venture/enterprise/business/company) must:
  - a) be a legal entity (i.e. company, partnership, corporation, trust, a non-profit organization), a sole proprietorship which is registered in country that is a member state of the African Union, or an individual who will have completed the registration of such an entity prior to 1 June 2023.
  - b) have headquarters in one of the member states of the African Union.
  - c) be designed to be financially sustainable, either as a for-profit business or as a market-based social venture generating revenue at least in part and aiming for non-donor-based sustainability.
  - d) play a role in the agri-food sector.
  - e) For purposes of this competition, the definition of eligible “agri-food value chain” companies (whether for profit or not-for-profit) is defined as, but may not be limited to: agri-food research & development; primary production; crop nutrition; irrigation; mechanization or robotics; crop protection; hydroponics or urban farming; transport, distribution, storage or logistics; food processing, packaging or marketing; food retail or service; waste management or recycling; digital or technology solutions/services to agri-food sector; innovative finance solutions/services to agri-food sector; renewable energy or environmental solutions/services to agri-food sector; education or business model solutions/services to agri-food sector, or such as may be determined by AGRA and the Partners.

- 4) Previous Winners and Finalists of competitions run by AGRA and their business partners are ineligible to participate in this Competition even through a different or related entity as this constitutes multiple applications and is grounds for disqualification. For the purpose of this Competition, competitions run by AGRA include John Deere Competition, VALUE4HER Women Agripreneurs of the Year Awards and Pitch Agrihack Competition.
  - a) Finalists of the GoGettaz and Pitch AgriHack competitions or their business partners are ineligible to reapply for the Competition in any subsequent year. Even for a different business idea or entity as this constitutes a multiple application and is grounds for disqualification.
  - b) Should an Applicant emerge as a Finalist in more than one of the other AGRA competitions AGRA has the sole discretion to determine which competition the Applicant will progress in. –
- 5) Further, natural directors or natural person exercising control over any Applicant to this Competition must:
  - a) have attained the age of majority with respect of his/her country of residence (i.e. is an adult in terms of the laws of his/her country of residence) and no older than age 35 on the last day of submission to the Competition.
  - b) hold nationality (with official identity) from any of the member states of the African Union.
  - c) be the founder/co-founder of the enterprise he or she represents in the competition and play an active role in its operations and leadership.
  - d) have no criminal record related to corruption, tax evasion, financial impropriety, felony, or other offence.
- 6) In order to obtain an entry and become an entrant into this Competition, you must:
  - a) submit a complete business profile and answers to the online application appearing on [www.gogettaz.africa](http://www.gogettaz.africa)
  - b) submit full application by 23h59 (Central African Time) on 19 June 2023.
- 7) Entries are limited to 1 (one) entry or application per per Applicant. An Applicant shall not submit multiple entries under different names or entities.
- 8) A jury selected by AGRA and its Partners (hereinafter “the Jury”) shall review entries to this Competition as received from all eligible contestants and select the semi-finalists from amongst the first round entrants to this Competition (“Semi-Finalists”), which selection of Semi-Finalists shall be conducted by the Jury.
- 9) If selected as a Semi-Finalist you shall agree to take part in an online interview and be required to produce documentation with regard to your legal entity or sole proprietorship as determined by the Jury.
- 10) From amongst the Semi-Finalists, 12 (twelve) finalists shall be selected by the Jury (“Finalists”).

- 11) Successful Applicants may wish to travel to attend the AGRF Summit. All travel costs relating to travel and where applicable, visa costs to attend the AGRF Summit shall be borne by the Applicants.
- 12) Successful Finalists are required to travel and attend the AGRF Summit should the summit be a physical event. Finalists must ensure that they have all the necessary valid travel documentation at their own cost. All costs relating to travel and where applicable, visa costs to attend the AGRF Summit may be borne by AGRA, subject to the availability of funding.
- 13) You hereby agree that, should you be selected as a Finalist, that neither AGRA, the Partners nor their parent companies, subsidiaries, affiliates, officers, directors, employees, distributors, retailers, assignees, advertising/promotion agencies, representatives or agents (as the case may be), shall have any liability toward you or any party in relation to any travel you may undertake as part of this Competition, and that you hereby release such parties from and against any and all claims, actions or proceedings of any kind, and from any and all damages, liabilities, costs and expenses whatsoever (whether direct, indirect, consequential or otherwise) relating to or arising out of any travel that you may undertake arising from your participation in this Competition.
- 14) Should you enter this Competition or be selected as a Semi-Finalist or Finalist, you acknowledge and agree that:
  - a) All entries submitted as part of this Competition become the property of AGRA.
  - b) AGRA and the Partners may publish, post, review, modify or remove any part of or all of your video entry without your prior approval.
  - c) in respect of your online application or interview into this Competition, as the case may be, you grant to AGRA, a perpetual, irrevocable, royalty-free, worldwide, transferable, sub-licensable and non-exclusive licence to use, copy, distribute, publish, exhibit, reproduce, digitize, modify, adapt, create derivative works from, publicly perform, publicly display, incorporate, and otherwise exploit all or any part of such video entry, for any purpose, in any media in any part of the world. This includes the right for AGRA to exercise all copyright and publicity rights over such video entry, and you also waive all moral rights in such video entry.
  - d) AGRA shall have the right to arrange the posting of your video entry into this Competition in any way, in its sole and absolute discretion, without your prior approval.
  - e) Each Applicant agrees to any Partner using their name and likeness in publicity without notice or any additional compensation, except where prohibited by applicable law. The winner acknowledges that AGRA and any Partner has the right to publicise and broadcast the winner's name, voice, and likeness, the fact that they won, and all matters incidental thereto. AGRA and the Partners are not obligated to attribute an Application to the Applicant who submitted it.
  - f) You will have not have any approval rights, or any claim to compensation or any claim (including but not limited to, claims based upon breach of privacy, defamation or intellectual property infringement) against AGRA or any Partner

arising out of any use, alteration, editing, distortion or faulty reproduction of your video entry into this Competition.

Save as set out above in this clause 14 of these Terms and Conditions, there shall be no transfer of intellectual property as a consequence of or in connection with this Competition. **You are strongly advised not to disclose, share or otherwise publish any confidential, proprietary, or competitive information.**

- 15) There shall be two (2) winners of this Competition (“Winners”), who shall be selected by AGRA in its sole and absolute discretion from amongst the Finalists.
- 16) If for any reason, any of the Applicants declines to participate as a Semi-Finalist, he/she shall be rendered ineligible to participate as a Finalist.
- 17) If for any reason, any Semi-Finalist declines to participate as a Finalist, he/she shall be rendered ineligible to become one of the Winners.
- 18) If either of the Winners cannot be contacted with such period as determined by AGRA in their sole and absolute discretion, he/she shall automatically forfeit his/her status as one of the Winners, and in such event, another Finalist may be selected by the Jury to become a Winner in the place of such forfeiting Winner.
- 19) Each Winner will receive a sum of US\$ 50,000.00 (fifty thousand United States Dollars) (“Prize Money”) subject to applicable taxes and banking charges.
- 20) Each Winner agrees to participate in a prize awarding ceremony or similar event/s in relation to the Prize Money, without further compensation (financial or otherwise).
- 21) The Prize Money (and related technical support) is neither transferrable nor negotiable.
- 22) Each Winner accepts that certain other conditions as regarding the Prize Money may apply as may be prescribed by AGRA in its sole and absolute discretion.
- 23) Any circumvention of these Term and Conditions, or any attempt at circumventing these Term and Conditions, shall immediately disqualify the relevant Entrant and/or any Winner.
- 24) AGRA reserves the right to vary or to alter or to amend these Terms and Conditions at any time, in their sole and absolute discretion, and without notice. In the event of such variation, alteration, or amendment, you agree to waive any rights you may have in terms of these Rules, this Competition and/or the Prize Money, and acknowledge that you will have no right of recourse against AGRA or any of its partners, affiliates, officers, directors, employees, assignees, advertising/promotion agencies, representatives, or agents.
- 25) AGRA reserves the right to terminate this Competition immediately and without notice at any time. In the event of such termination, you agree to waive any rights you may have or may have had in terms of these Terms and Conditions or this Competition and/or the Prize Money

and acknowledge that you will have no right of recourse against AGRA, or any of its Partners, affiliates, officers, directors, employees, assignees, advertising/promotion agencies, representatives, or agents.

- 26) You hereby agree to indemnify AGRA or any of its Partners, affiliates, officers, directors, employees, assignees, advertising/promotion agencies, representatives, or agents, (as the case may be), and hold them harmless from and against any and all claims, actions or proceedings of any kind, and from any and all damages, liabilities, costs and expenses whatsoever (whether direct, indirect, consequential or otherwise) relating to or arising out of your participation in this Competition or the award or non-award of the Prize Money to you or any other party.
- 27) You hereby agree that neither AGRA nor any of its Partners, affiliates, officers, directors, employees, assignees, advertising/promotion agencies, representatives, or agents (as the case may be), shall have any liability toward you or any party in relation to this Competition, and that you hereby release such parties from and against any and all claims, actions or proceedings of any kind, and from any and all damages, liabilities, costs and expenses whatsoever (whether direct, indirect, consequential or otherwise) relating to or arising out of your participation in this Competition or the award or non-award of the Prize Money to you or any other party.
- 28) By entering this Competition, you agree that AGRA, as well as its designees and assigns, may use your name, voice, city/state/province of residence, photos, video or film clips, and/or other visual likeness for advertising and /or marketing purposes and/or for any other purpose in any media or format now or hereafter known without further compensation (financial or otherwise), permission or notification.
- 29) All decisions of AGRA as regarding these Terms and Conditions, this Competition and/or the Prize Money (its award or otherwise) are final, and no correspondence will be entered into.
- 30) These Rules will be construed, interpreted and enforced in accordance with the laws of contract and dispute resolution of the Republic of Kenya.
- 31) AGRA does not require participants to send cash, airtime credit or other consideration to receive any of the prizes and will not be responsible for any loss or damage incurred by any person who fails to pay heed to this notification.

### **Competition Privacy Policy**

- 32) When entering this Competition, we may ask for your name, email address, telephone number, date of birth, and other personal details. This allows us to process your competition entry, and we may use your details to contact you to keep you updated. AGRA will only use the personal details supplied for the administration of this Competition and as described in the Terms of the Conditions.

- 33) By participating in this Competition, you consent to have details of your application, other than commercially sensitive information, featured in any media or promotional activity of the Competition carried out by AGRA and its Partners. By virtue of entering the Competition you consent to participating in any interviews or meetings and other forms of representation as called upon by AGRA. AGRA will contact Applicants in advance of any media request for meetings and interviews. Successful applicants shall not grant interviews independently of AGRA and are required to inform AGRA of any media request for interviews they receive directly in relation to the Competition. Failure to notify AGRA may result in disqualification from the Competition.
- 34) The name, country and profile of each Semi-Finalist and Finalist will be made available for public relations purposes globally. By entering the competition, you agree to the collection, retention, usage and distribution of your personal information as described in this policy, as may be amended from time to time.
- 35) Your personal information may be disclosed if we are obliged or permitted to do so by law. We may disclose your personal information to Partners.

**Email:** [info@genafrika.org](mailto:info@genafrika.org)

**Website:** [www.genafrika.org](http://www.genafrika.org)

**Landscape Study:** [Youth Enterprise in Africa's Agri-Food Sector](#)