



AGRA

VALUE4HER Women Agripreneurs of the Year Awards

1.0 TERMS AND CONDITIONS FOR APPLICANTS

These terms and conditions (“Terms and Conditions”) apply to the 2023 VALUE4HER Women Agripreneurs of the Year Awards (“WAYA Awards”). By entering into the WAYA Awards, 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 WAYA Awards.

- 1.1 Applicant companies must be women-led with at least fifty-one percent (51%) shares owned and controlled by one or more women who are citizens of one of the 55 African countries. Management and daily operations must be controlled by one or more of the women entrepreneurs.
- 1.2 The organiser of the WAYA Awards is AGRA.
- 1.3 Employees of AGRA, AWAK, USAID, Rockefeller Foundation, Bill and Melinda Gates Foundation, Germany Federal Ministry of Economic Cooperation and UK AID (“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 the WAYA Awards. 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 enter into or win the WAYA Awards.
- 1.4 In order to be eligible to enter into these Awards, 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 a country that is a member state of the African Union, or a female individual who will have commenced the registration of such an entity in a member state of the African Union upon submitting the Awards entry application form.
 - b) 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.
 - c) play a role in the agri-food sector.
 - d) for purposes of the Awards, 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.
 - e) agree that if either of the winners cannot be contacted within such period of time as determined by AGRA in its sole and absolute discretion, the winner shall automatically forfeit their status as one of the winners, and in such event, another



finalist may be selected by the Judging panel to become a winner in the place of such forfeiting winner.

- f) agree to participate in a prize-awarding ceremony or similar event/s in relation to the prize money, without further compensation (financial or otherwise).
- g) note that the prize money (and related technical support) is neither transferrable nor negotiable.
- h) accept that certain other conditions regarding the prize money may apply as may be prescribed by AGRA in their sole and absolute discretion.
- i) agree that any circumvention of these terms and conditions, or any attempt at circumventing these terms and conditions, shall immediately disqualify the relevant entrant and/or any winner.
- j) have no criminal record related to corruption, tax evasion, financial impropriety, felony or other offense.

1.5 Previous winners of competitions run by AGRA and their business partners are ineligible to participate in this Award even for a different entity as this constitutes multiple applications and is grounds for disqualification. For the purpose of the WAYA Awards, competitions run by AGRA include Africa Food Prize, John Deere Competition, Pitch AgriHack and GoGettaz Agripreneur Prize Competition.

- a) Previous finalists of previous WAYA Awards are eligible to apply or enter the Awards for one more year thereafter provided that they are not previous winners of other competitions run by AGRA.
- b) Should a candidate emerge as a finalist in more than one of the other AGRA competitions AGRA has the sole discretion to determine which Competition the candidate will progress in.

1.6 In order to obtain an entry and become an entrant into the WAYA Awards, you must:

- a) submit a complete business profile and answers to the online application questions appearing on the award entry form.
- b) Submit a full application by 23h59 (Central African Time) on 31 May 2023.

1.7 Entries per category are limited to 1 (one) applicant representing one venture. An applicant shall not submit multiple entries under different names or entities.

1.8 Winners agree to travel and attend the AGRF Summit should the event be a physical event. Winners must ensure that they have all the necessary documentation which must be valid for travel. All travel 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.

1.9 You hereby agree that, should you be selected as a winner, 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 the WAYA Awards, 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 the WAYA Awards.



- 1.10 Should you enter the WAYA Awards or be selected as a winner, 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 your entry without your prior approval;
 - c) in respect of your online application or interview for the WAYA Awards, as the case may be, you grant AGRA a perpetual, irrevocable, royalty-free, worldwide, transferable sub-licensable and non-exclusive license 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 view 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 entry, and you also waive all moral rights in such entry.
 - d) the winners acknowledge that AGRA and any partner have the right to publicize and broadcast the winner's name, voice, and likeness, the fact that they won, and all matters incidental thereto without notice or any additional compensation, except where prohibited by applicable law. AGRA and the Partners are not obligated to attribute the Application to the Applicant who submitted it.
- 1.11 Each winner will receive a prize to be determined by AGRA subject to applicable taxes and banking charges.
- 1.12 AGRA reserves the right to vary or to alter or amend these Terms and Conditions at any time, in its 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 Terms and Conditions, the WAYA Awards 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.
- 1.13 AGRA reserves the right to terminate the WAYA Awards 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 the WAYA Awards 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.
- 1.14 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 the WAYA Awards or non-award of the prize money to you or any other party.
- 1.15 All decisions of AGRA regarding these Terms and Conditions, the WAYA Awards and/or the prize money (its award or otherwise) are final, and no correspondence will be entered into.



- 1.16 These Terms and Conditions will be construed, interpreted and enforced in accordance with the laws of the Republic of Kenya.
- 1.17 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.

2.0 WAYA AWARDS PRIVACY POLICY

- 2.1 When entering the WAYA Awards, we may ask for your name, email address, telephone number, date of birth, and other personal details. This allows us to process your entry, and we may use your details to contact you to keep you up-dated. AGRA will only use the personal details supplied for the administration of the WAYA Awards and as described in the terms and conditions.
- 2.2 By participating in the awards, you consent to have details of your application, other than commercially sensitive information, featured in any media or promotional activity of the WAYA Awards carried out by AGRA and its partners. By virtue of entering the WAYA Awards 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. Winners 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 WAYA Awards. Failure to notify AGRA may result in disqualification from the WAYA Awards.
- 2.3 The name, country and profile of the winners will be made available for public relations purposes globally. By submitting an entry for the WAYA Awards, you agree to the collection, retention, usage and distribution of your personal information as described in this Privacy Policy as may be amended from time to time.
- 2.4 Your personal information may be disclosed if we are obliged or permitted to do so by any law. We may disclose your personal information to Partners.