

PITCH BLACK COMPETITION TERMS & CONDITIONS

PARTICIPANT AGREEMENT AND RELEASE

Participation in the Midlands African Chamber Inc.'s Pitch Black Business Competition is deemed as acceptance of the terms and conditions contained in the present Participant Agreement and Release. These terms and conditions may be amended at the discretion of the Midlands African Chamber ("MAC" or the Chamber). Any and all amendments of the terms and conditions will be posted on www.midlandsafricanchamber.com or on www.wepitchblack.com.

1. **GENERAL.** This "*Pitch Black Competition*" contest ("Contest") is organized by the MAC. By participating in this contest and presenting your live pitch to the MAC audience, you (the "Participant(s)") accept the terms and conditions as set forth below.
2. **CONTEST.** By participating in this Contest, each Participant hereby agrees to be bound by the Contest Guidelines, and MAC decisions, which are final. The MAC staff and organizers have the sole discretion to disqualify and/or remove any individual or team for any reason that it deems appropriate before and/or during the pitch competition.
 - a. All decisions regarding an individual's or team's removal and/or disqualification from the pitch competition are final. The judges' decisions are final. In no event will more than the stated number of prizes be awarded except by written notification from the Chamber. MAC reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Contest in whole or in part.
 - b. Participants must be competing with their own original ideas and not be part of another company that is not itself part of the Contest.
 - c. Participants must attend all in person and virtual pitch related events as disclosed on the competition schedule.
 - d. Once selected as a finalist, participants must become a member of the Midlands African Chamber, Inc.
 - e. Participants must be a resident or the business must be registered in one of the eligible states listed on the official competition website at wepitchblack.com.
 - f. Participants must follow a professional dress code (company logo, polo will be accepted; no hat).
 - g. In case any of the Winners or Runner-ups is disqualified for any reason, MAC will grant the prize to the next best Finalist. The Winners and Runner-ups of the Contest need to comply with any and all local laws and regulations of their jurisdiction. Any applicable taxes and delivery, convenience, bank charges and other fees incurred by the payment of the Award shall be borne entirely by the Winners and Runner-ups.
 - h. In the event of a tie during the Finale, such tied Participants will be re-judged (by a judge or panel of judges determined by MAC in its sole discretion) based on their overall concept, creativity and potential for growth. If a tie still exists, from among the remaining pool of tied Participants, Participants with the highest score in the level of creativity in the potential for growth will be declared the applicable winner (collectively, "tiebreaker"). If there is still a tie, MAC will bring in a tie breaking judge to apply the same judging criteria to break the tie and determine the Grand Prize winner.
 - i. The Investors' Pick winner is determined by the live votes of the audience members, present in person in the room, during the Pitch Black Finale event, through a timed online vote system, once all of the pitches are complete. The candidate with the greatest number of votes will be declared the winner of the Investors' Pick prize, as confirmed by the Finale judges and the MAC representatives. There can only be one vote per attendee. In the event of a tie, the prize shall be split between the winners.

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3. **INDEMNITY.** Each Participant shall indemnify, defend, and hold harmless MAC, and all of its officers, directors, employees, and agents from and against any and all claims arising from Participants' submission to the Contest, including but not limited to any liabilities, losses claims, demands, costs (including legal costs), and expenses arising in connection with any breach or alleged breach by the Participant of any presentation, terms of conditions of registration, participation in the Contest, intellectual property rights, claims for trademark infringement, copyright infringement, and violation of an individual's right of publicity or right of privacy, and Participant's use or misuse of the prize.
4. **PRIZES AND REPORTING REQUIREMENTS.** The five finalists of the contest will receive cash awards and services from contributing sponsors of the Contest. **In consideration of the awards and services, the finalist shall:**
 - a. **Provide the MAC with quarterly updates regarding the key development of their business (the "Business Updates") over a 24-month period (hereafter the "Feedback Period");**
 - b. **Provide the MAC with the right to communicate positively through any communication means, internally and/or externally, concerning the finalists' developments over the Feedback Period, and/or advocate positive impact of the awards and services received in such respect.**
5. The finalists shall ensure its best efforts not to withhold unreasonably their consent to such public relationship communication(s) as along as it is not deemed contrary to the Finalists' business, prospects, and/or interests; and (3) inform the organizer of any additional round of financing in the Finalists as from the date hereof and during the whole duration of the Feedback Period.

More generally, the acceptance of the awards and/or services constitutes permission for the MAC to use the Finalists name, likeness, and entry for purposes of advertising and trade without further request as stipulated in paragraph 5 of this Agreement and Release.
6. **LICENSE GRANT TO PITCH.** By participating in this Contest, Participants hereby grant to MAC and its designees a royalty free, irrevocable, perpetual, nonexclusive license to use, reproduce, modify, publish, create derivative works from, and display your Pitch, in whole or in part, as well as to incorporate your Pitch into other works, in any form, media or technology now known or later developed, for any promotional or marketing purpose only.
 - a. The Participant prize winner(s) must, at the MAC's request, participate in all promotional activities, including but not limited to publicity and photographs, surrounding the award. Participant winners consent to the MAC using their name and image in promotional materials.
 - b. Please note that your Pitch is available for viewing by any member of the public. Participants understand that participation in this Contest will be a public activity and may negatively affect the ability to obtain patent protection on ideas presented, even if not all details are disclosed.
7. **CONFIDENTIALITY.** All participants should be aware and understand that finalists' will present their pitches in a public forum. MAC does not guarantee in any way confidentiality. Each Participant is responsible for excluding sensitive or confidential information from their pitches.
 - a. The final oral pitch presentation and awards ceremony portions of the competition are open to the public at large. Any and all of the public sessions may be broadcast to interested persons through promotion and media which may include print, radio, television, social media, and the internet.
 - b. Any data or information discussed or divulged in the public session by Participants should be considered information that will likely enter the public realm and Participants should not assume

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any right of confidentiality in any data or information discussed, divulged, or presented during such sessions.

- c. The use of Non-Disclosure Agreements (NDAs) between the Participant(s) and the judges, the Chamber, and/or audience members will strictly be prohibited. MAC will not be responsible for any confidentiality issues that may occur during the course of this Contest and will not be involved in any way with disputes arising therefrom.

- 8. **PRIVACY.** Each Participant acknowledges and hereby agrees to the MAC disclosing Participant's personal information to its sponsors, contractors, and agents to assist in conducting the Contest and communicating with Participants.

Each Participant acknowledges and hereby agrees that the non-confidential elements of the submitted material connected with the competition, including publication of concept, name and logo can be used in the public domain on the MAC website and all other forms of advertising.

- 9. **RELEASE.** By participating in this Contest, each Participant hereby agrees to release, waive, and discharge the MAC and each of its officers, directors, employees, and agents, from any and all claims, demands, obligations, causes of action and liabilities which now exist or may hereafter arise that relate in any way to such winning Participant's participation in the Contest or any participation in any activity, event, or excursion offered in connection with the prize or any portion thereof.
- 10. **DISCLAIMER OF LIABILITY.** To the extent not prohibited by applicable law, in no event will MAC be liable for (A) personal injury, or any incidental, special, indirect, consequential or punitive damages whatsoever, including, without limitation, damages resulting from the participation of this Contest, for loss of profits, data, business or goodwill, for business interruption or any other commercial damages or losses, arising out of or related to these terms and conditions, however caused, whether under a theory of contract, warranty, tort (including negligence), products liability, or otherwise, even if the MAC has been advised of the possibility of such damages, or otherwise for any such claim, or (B) for any damages or costs arising from any third-party's actions, failure to act, or delay in performing any obligation whatsoever. Without limiting the generality of the foregoing, MAC shall not be liable for personal injury or property damage.
- 11. **Applicable Law.** Except where prohibited, each Participant agrees that this Contest shall be governed by and construed in accordance with, the laws of the state of Nebraska without giving effect to its or any other state's choice of law or conflict of law statutes, regulations or rules.
- 12. **Arbitration.** Participants agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with the Contest shall be resolved, upon the election by either the Participant, MAC and/or its affiliates (each a "Party") by arbitration conducted by telephone, online and/or be solely based on written submissions without any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, pursuant to this provision and the code of procedures of either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the Participant.
 - a. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER PARTICIPANT OR SPONSOR NOR WEBSITE HOST WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT PARTICIPANT WOULD HAVE IF PARTICIPANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

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- b. Unless the Participant and MAC mutually agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitrator's authority to resolve Claims is limited to Claims between the MAC and/or its affiliates and Participant, alone and the arbitrator's authority to make awards is limited to awards to the Sponsor and/or its affiliates and the Participant alone. Furthermore, claims brought by either Party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all Parties. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim.
 - c. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named Party to the arbitration. Notwithstanding any other provision in these terms and conditions and without waiving either Party's right to appeal such decision, should any portion of this paragraph be deemed invalid or unenforceable, then the entirety of this arbitration provision (other than this sentence and the paragraph below) shall be null and void.
 - d. If arbitration is not used to resolve a claim, PARTICIPANT AGREES THAT THERE WILL NOT BE A JURY TRIAL. PARTICIPANT AND SPONSOR EACH UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CONTEST IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.
13. **Venue.** Participant agrees that this Contest shall be subject to and governed by the laws of the State of Nebraska, without giving any effect to the principals of conflicts of law, and the venue and forum for any dispute shall be in Douglas County Omaha, Nebraska.
14. **Force Majeure Events.** The Chamber shall not be liable for any loss or damage arising from any event beyond its reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, actions of government, communications, power failure, or equipment or software malfunction or any other cause beyond its reasonable control (each, a "Force Majeure Event").

I acknowledge that I have read and hereby accept the terms and conditions of my participation in this Contest.

Participant's Company's name

BY: _____
Participant's Representative's Signature

Date

Participant's Representative's Name

Representative's Title