

## 2022 PITCH AGRIHACK COMPETITION

### OFFICIAL RULES (the “Rules”)

These Rules apply to the 2022 Pitch AgriHack Competition (“Contest”). By entering into the Contest, each applicant (“Applicant” or “you”) is deemed to have read the Rules and to have agreed to be bound by them, together with any special rules, Prize descriptions or instructions expressly stated to apply to the Contest.

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#### **A. Definitions:**

As used in these Rules, the following terms shall have the following meanings:

1. **“Application”** means the application form provided by the Sponsor, to Eligible Parties, via the **Contest Website** (the Application may be amended by the Sponsor from time to time).
2. **“Contest”** means the Pitch AgriHack Competition, which is a digital and innovation agricultural competition.
3. **“Contest Application Deadline Date”** means 12 a.m. Greenwich Mean Time on the 29<sup>th</sup> of July 2022
4. **“Contest Beginning Date”** means 10 a.m. Greenwich Mean Time on the 20<sup>th</sup> of June 2022.
5. **“Contest Completion Date”** means 12 p.m. Greenwich Mean Time on the 29<sup>th</sup> day of September 2022.
6. **“Contest Parties”** means (a) the Sponsor and its directors, officers, employees, representatives, successors, assigns, volunteers, consultants, contractors, and agents, and (b) Technical Advisors and their directors, officers, employees, representatives, successors, assigns, and volunteers.
7. **“Contest Period”** means the period of time extending from the Contest Beginning Date until the Contest Completion Date; with the understanding that the Sponsor shall stop receiving Entries on the Contest Application Deadline Date.
8. **“Contest Website”** means pitchagrihack.info
9. **“Determination Date”** means 12 p.m. Greenwich Mean Time on the 9<sup>th</sup> day of September 2022.
10. **“Disallowed Participant(s)”** means (a) the Sponsor, (b) Technical Advisors, (c) Sponsors’ and Technical Advisors’ directors, officers, employees, and volunteers, along with (i) such person’s immediate family members (spouse, siblings, parents, children, and such siblings’, parents’, and children’s respective spouses), and (ii) any members of such person’s household, and (d) previous winners and finalists. For the purpose of this Competition, previous winners and finalists mean previous Grand Prize winners and finalists of Pitch AgriHack and Go-Gettaz competitions.
11. **“Eligible Participant(s)”** means a company that seeks to participate in the Contest, (b) that is in good standing in its country of origin and in each country where it operates, (c) with which the Sponsor may work under the applicable law, and (d) that is NOT a Disallowed Participant.
12. **“Entrance Requirements”** the Eligible Participant must complete the Application, and submit it in the prescribed manner.
13. **“Entrant(s)”** means an Eligible Participant who submits an Entry in strict accordance with these Rules.
14. **“Entry(ies)”** means an Application, completed and submitted in the prescribed manner.

**“Notification Date”** means 12 p.m. Greenwich Mean Time on the 9<sup>th</sup> day of September 2022.

15. **“Prize”** means the awards as set out in Section D that will be awarded in the absolute discretion of the Sponsors and subject to applicable taxes and banking charges.
16. **“Prize Winner(s)”** is defined and described in the Selection Procedures section below.
17. **“Qualifying Entry(ies)”** means an Entry that has been timely submitted by an Entrant, and timely received by the Sponsor on or before the Contest Application Deadline Date in accordance with these Rules, all as determined by them in their absolute discretion.
18. **“Sponsor”** refers to Alliance for a Green Revolution in Africa (AGRA). The Sponsor is the organizer of the Contest.
19. **“Technical Advisors”** means the Sponsor’s technical advisors and consultants who assist in carrying out the Contest.

**B. Contest Period and Sponsor:**

1. The Contest is supported by the Sponsor.
2. The Contest will be open for the duration of the Contest Period; with the understanding that the Sponsor shall stop receiving Entries on the Contest Application Deadline Date.

**C. Eligibility:**

1. The Contest is open to Eligible Participants who submit a Qualifying Entry to the Sponsor.
2. The Contest is void where prohibited by law.
3. **DISALLOWED PARTICIPANTS ARE NOT ELIGIBLE TO ENTER OR WIN THIS CONTEST.**
4. **ONLY ONE ENTRY PER COMPANY IS ALLOWED.**
5. No purchase, fee, or donation is required to enter the Contest.

**D. Winners and Prizes:**

**1. 2022 PITCH AGRIHACK PRIZES**

Prize Winners refers to the winner and the runners up in each category. The winners of each category shall be awarded a Prize of US\$ 10,000 with the first runner’s up being awarded a prize of US\$ 5,000.

- a. **EARLY - STAGE AWARD**
- b. **MATURE - STAGE AWARD**
- c. **WOMEN – LED BUSINESS AWARD**

2. A Prize will be awarded to each Prize Winner in accordance with the Selection Procedures section below.
  1. A Prize may not be substituted, transferred, or redeemed for cash except in the Sponsor’s sole and absolute discretion.
  2. In case of Prize unavailability, the Sponsor reserves the right to substitute a Prize of equal or greater value.
  3. **CONTEST PARTIES HAVE NOT MADE, AND ARE NOT IN ANY MANNER RESPONSIBLE FOR, ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY PRIZE, INCLUDING BUT NOT LIMITED TO A PRIZE’S QUALITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL WARRANTIES, REPRESENTATIONS, AND/OR GUARANTEES WITH RESPECT TO A PRIZE (IF ANY) ARE SUBJECT TO THE RESPECTIVE MANUFACTURER’S OR SERVICE PROVIDER’S TERMS THEREFORE, AND A PRIZE WINNER AGREES TO LOOK SOLELY TO SUCH**

**MANUFACTURER OR SERVICE PROVIDER FOR ANY SUCH WARRANTY, REPRESENTATION, AND/OR GUARANTEE.**

4. Arrangements for the fulfillment of the applicable Prizes will be made by the Sponsor in its sole and absolute discretion.
5. Receipt of any Prize is conditioned upon compliance with all applicable federal, state, and local laws, rules, and regulations.
6. A Prize Winner is solely responsible for the payment of all taxes and fees associated with a Prize and its use.
7. The likelihood of winning a Prize depend in part upon the quality of the Qualifying Entries as shall be assessed by the Sponsor in its sole and absolute discretion.

**E. General Prize Rules:**

1. Prize Winners will be determined on or before the Determination Date, based upon the application of the Selection Procedures described below.
2. Prize Winners will be notified on or before the Notification Date (subject to these Rules).
3. The Sponsor will make three (3) attempts to contact each Prize Winner via phone and/or email after the Determination Date. If the Sponsor is unable to reach a Prize Winner through these attempts, such Prize Winner will be disqualified, and the Sponsor will determine an alternate Prize Winner based on the application of the Selection Procedures described below.
4. **BEFORE A PRIZE WINNER MAY RECEIVE THE APPLICABLE PRIZE, THE PRIZE WINNER WILL BE REQUIRED TO SIGN AND RETURN TO SPONSOR THE SPONSOR DOCUMENTS.**
5. **A PRIZE WINNER'S FAILURE TO (A) SIGN AND RETURN THE SPONSOR DOCUMENTS WITHIN THREE (3) BUSINESS DAYS AFTER RECEIPT, AND/OR (B) COMPLY WITH THESE RULES, WILL CAUSE A PRIZE WINNER TO FORFEIT AND LOSE ALL CLAIMS AND RIGHTS TO THE APPLICABLE PRIZE, AND AN ALTERNATE PRIZE WINNER WILL BE SELECTED BY SPONSOR AMONG REMAINING QUALIFYING ENTRIES.**

**F. How to Enter:**

1. An Eligible Participant must follow the Entrance Requirements in order to become an Entrant.
2. During the Contest Period, please visit the Contest Website and make certain you read and fully understand these Rules.
3. The Sponsor has the sole and absolute discretion to determine whether an Entry qualifies as a Qualifying Entry.
4. The Sponsor, in its sole and absolute discretion, may disqualify any Entrant who fails to comply with these Rules. Such disqualified Entrant may not participate in the Contest, and the disqualified Entrant's Entry may not be submitted by another party.

**G. Conditions:**

**BY SUBMITTING AN ENTRY, ENTRANT AGREES TO THESE RULES, AND FURTHER AGREES TO STRICTLY ABIDE BY THESE RULES.**

1. One may only enter the Contest once.
2. All Entries must be submitted via the Contest Website. Entries that are incomplete or non-compliant with these Rules will be void. The Sponsor is not responsible for incorrect, inaccurate, or incomplete Entries. Information contained in each Entry, and in the Sponsor's records, is subject to verification by the Sponsor in such frequency and manner as the Sponsor, shall deem appropriate. Entries that are incomplete, forged, or otherwise defective, or made outside authorized channels, including those that have failed due to human processing error or otherwise, shall be void.
3. Participation in the Contest constitutes permission for the Sponsor and Contest Parties to use an Entrant's and Entrant's employees' names, countries, regions, and cities of residence, photographs, or any other

likenesses, including his/her voice, recorded or live, or testimonials, for purposes of the Sponsor's advertising, promotion, and public relations, in any and all forms of media, throughout the world, in perpetuity, without further compensation, except where prohibited by law. Entrants and Entrant's employees agree to hold the Sponsor, the Partners, and the Contest Parties harmless and without liability for any such publication, broadcast, or use.

4. **PRIZE WINNERS AND ALL ENTRANTS, AS A CONDITION OF ENTRY INTO THE CONTEST, AGREE TO INDEMNIFY, DEFEND, HOLD HARMLESS AND RELEASE CONTEST PARTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, OR ACTIONS OF ANY KIND WHATSOEVER FOR INTELLECTUAL PROPERTY INFRINGEMENT, INJURIES, DAMAGES, OR LOSSES OF ANY KIND TO PERSONS OR PROPERTY, WHICH ARE OR MAY BE SUSTAINED:**
- a. **IN CONNECTION WITH THE CONDUCT, PROMOTION, OR OUTCOME OF THE CONTEST;**
  - b. **IN CONNECTION WITH THE RECEIPT, OWNERSHIP, USE, OR MISUSE OF ANY PRIZE;**
  - c. **DUE TO ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE RULES, OR THE ANNOUNCEMENT OR OFFERING OF THE PRIZES; AND**
  - d. **WHILE PREPARING FOR, PARTICIPATING IN, OR TRAVELING TO AND/OR FROM ANY PRIZE-RELATED ACTIVITY.**

**UNDER NO CIRCUMSTANCES WILL THE CONTEST PARTIES BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.**

5. Save as set out above in this clause 14 of these Rules, there shall be no transfer of intellectual property as a consequence of or in connection with this Contest. **Eligible Participants are strongly advised not to disclose, share or otherwise publish any confidential, proprietary, or competitive information.**
6. It is a condition for all Prize Winners that they are not prohibited by any rule of law from using or otherwise enjoying the prize for which that they have been selected as the winner.
7. Contest Parties are not responsible for:
- a. technical, hardware, software, or platform malfunctions or other errors;
  - b. telephone failures of any kind;
  - c. lost or unavailable network connections;
  - d. failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender or by any of the equipment or programming associated with or utilized in this Contest;
  - e. incorrect or inaccurate Entry information; or
  - f. late, lost, misdirected or incomplete Entries.
8. The Sponsor reserves the right, in their absolute discretion, to modify, cancel or suspend the Contest or any portion thereof should a virus, bug, technical failure, malicious tampering, unauthorized intervention or other cause beyond the control of Sponsor corrupt the administration, proper playing, or proper completion of the Contest. In the event of cancellation of a portion of the Contest, the Sponsor will award the Prizes in accordance with the Selection Procedures section.
9. The Sponsor reserves the right, in its sole and absolute discretion, to disqualify anyone found to be tampering with the Entry process or the operation of the Contest or Contest Website, or to be acting in violation of these Rules, or to be acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person.

10. The Sponsor may use various social media channels including, but not limited to, Facebook and Instagram to promote the Contest. Each Entrant (a) acknowledges that the Contest is not sponsored, endorsed, or administered by, or associated with, Facebook or Instagram, and (b) releases Facebook and Instagram of any and all liability related to the Contest.

11. The Sponsor may modify and amend these Rules as they appear in print or online from time to time during the Contest Period for clarification purposes. The Sponsor is not responsible for any typographical or printing errors in the advertising of the Prizes included in the Contest or these Rules, the Contest Website, or other promotional materials.

## 12. Discretionary right of cancellation

If for any reason, the Contest cannot be conducted as planned, the Sponsor reserves the right, at its sole and absolute discretion, to cancel, close, change, or suspend it, without the obligation to refund participants any cost. The organisers reserve the right to reject any Application that does not meet the Contest's Rules.

## H. Selection Procedures:

1. **Stage 1:** Applications from Ag Tech companies who are early stage, mature stage and women led businesses will be accepted. The Sponsor will be seeking companies with (a) a minimum of one (1) year of operations working with smallholder farmers (with financial statements evidencing that work), (b) a strong organizational and operational structure, (c) the ability to “get to scale” and impact a large number of smallholder farmers, (d) recorded evidence of demonstrated impact on smallholder farmers’ revenue, (e) identifiable technological innovations that address: (i) smallholder farmer productivity, (ii) smallholder farmer income, (iii) the labour intensiveness of smallholder farmer operations, (iv) smallholder farmer resilience, and (v) smallholder farmer access to information, and (f) a strong competitive advantage.
2. **Stage 2:** An online screening will occur, and **twelve (12) Entrants** will be selected at the end of August 2022. The twelve (12) finalists will undergo a full due diligence process during which they may be requested to submit additional documents, answer additional questions, and provide additional information. At the end of the due diligence phase, the Sponsor expects to select **Prize Winners** from the finalists.
3. The twelve (12) Entrants will be invited to pitch their companies to the Sponsor’s judges . Thereafter, the Sponsor’s judges will select **six (6)** winners from the twelve (12) Entrants.
4. Any decision or determination that may be made by the Sponsor under these Rules, or in connection with this Contest, shall be made in the Sponsor’s sole and **absolute discretion**. By participating in this Contest, Entrants agree that the selection decisions of Sponsor shall be final and binding in all respects.
5. Key information
  - a) Start-ups will provide details on problems they have addressed, the digital platform proposed, key metrics, customer segments targeted, unique value proposition compared with the existing competition, revenue streams and other business strategy inputs. They will also demonstrate that they are incorporated (registered in their countries) or will close the registration process by the time the Contest closes.

- b) A pdf document (5 pages maximum) containing screenshots of the platform proposed for the Contest will be submitted if its link is not submitted directly during registration. This document may also contain other supplementary information. The document can be uploaded in the document section on the registration portal.
- c) Digital platforms proposed as well as the Profits & Loss statement of finalists (for those already generating revenues) may be assessed independently during the final stage of the Contest.
- d) Companies that are proposing a hardware are required to prepare a short video illustrating their platform when it is used; that video will be put on a website (YouTube for example) and the link will be submitted during the application process. They must specify if they are the manufacturer of the hardware. They must describe how they are using it innovatively to provide services to agro-food customers.

#### 6. Prizes

The Prizes won will be transferred to winners after the final pitches. All local taxes on Prizes, if required, are the sole responsibility of the respective winners.

#### 7. Language

The language of communication during the final stage of the Contest will be English.

#### **I. Data Collection:**

The Sponsor will be collecting personal data about Entrants and Entrant's employees in connection with the Contest. Please review the Sponsor's Privacy Policy at its websites on [www.agra.org](http://www.agra.org). By participating in the Contest, Entrants agree to all of the terms and conditions of the Sponsor's Privacy Policy.

#### **J. Winners List:**

Prize Winners will be made known to the public via the Contest Website and, if possible, through a virtual public awards ceremony during the 2022 African Green Revolution Forum (AGRF).

Updated: 15 June 2022