

VISA'S SHE'S NEXT IRELAND 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 THE REPUBLIC OF IRELAND.

DESCRIPTION: The Visa She's Next Grant Contest (the "Contest") is promoted and administered by KITE Solutions Inc with an address at 2261 Market Street STE 10418, San Francisco, CA 94114. ("Administrator") and supported by Visa Europe Management Services (the "Supporter"). Entrants may enter the Contest beginning at 06:00 am Irish Standard Time ("IST") on 24th September 2024 and applications will be accepted on a rolling basis through **11:59 pm IST on 30th October 2024** ("Entry Period").

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 decision of the Administrator, 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 connection with his or her participation in the Contest. Entry in the Contest does not constitute entry into any other promotion, sweepstakes, or contest. By entering the Contest, each entrant agrees and consents to participate in all publicity, marketing, advertising and promotional activity of the Administrator and/ or Supporter if the Entry is selected as a Winner (defined below).

ELIGIBILITY: The Contest is open to any person who meets all of the following eligibility requirements at the time of entry:

- a. The entrant is a legal resident of the Republic of Ireland (excluding Northern Ireland).
- b. The Entrant must, at the time of entry, be age (18) years or more.
- c. The entrant's business must be in the case of a company/partnership, at least 51% women-owned and operated or in the case of a sole trader, founded and wholly operated by a woman, in the Republic of Ireland.
- d. The entrant's business must have a minimum annual revenue of €10,000 or more.
- e. The entrant's business must have been operating for at least one year.
- f. The entrant's business must have a legitimate and compelling digital presence such as a website, social media presence, online ordering function or platform, and must accept digital payments.
- g. Administrator and Supporter and their advertising and promotion agencies, the prize providers, any other company or organisation involved with the design, sponsorship, or operation of the Contest, and each of their respective officers, directors, employees, and agents (collectively, the "Administrator Parties" and "Supporter Parties" respectively), and immediate family and household members of such individuals, are NOT eligible to enter the Contest. "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.

HOW TO ENTER: To enter the Contest, each entrant must complete and submit a valid "Contest Entry Form" ("Entry") found on the Contest site www.visa.ie/shesnext. In order to be validly accepted in the Contest:

- all of the elements in the Contest Entry Form must be completed in full;
- 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);
- The Entry must meet the additional entry requirements detailed below

You may include photos or videos, as requested also. Media, as defined in the Contest entry form, must be of high resolution and no more than 10MB per file. Photos must be provided in PNG or JPG format, in videos in MP4 format.

ADDITIONAL ENTRY REQUIREMENTS:

1. All valid 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. 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 meets the eligibility requirements and entry requirements 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 or any of such entrant's Entries shall be disqualified in the absolute discretion of the Administrator and/ or the Supporter.
3. 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, the entrant is 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 Supporter and Supporter Parties, 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:
 - I. Is illegal, abusive, tortious, defamatory, pornographic, sexually explicit, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable;
 - II. Promotes discrimination based on race, ethnicity, nationality, religion, sex, sexual orientation, disability, age or membership of the travelling community;
 - III. Promotes violence or unsafe or illegal activity;
 - IV. Is threatening, harassing, or degrading;
 - V. Serves to impersonate any person or entity or misrepresent affiliation with any person or entity; or
 - VI. Disparages or injures the reputation or goodwill of the Supporter, Supporter Parties, Administrator, the prize providers, or any of their respective officers, directors, employees, products, or services.

4. Entries that do not comply with these requirements (as determined by Administrator or Supporter in their sole discretion) are void and will be disqualified. Entrants may be required to submit proof of compliance with these requirements, and failure to provide such proof on request may, in Administrator's or Supporter's sole discretion, disqualify an entrant's Entry.

5. Neither submission of an Entry nor any other participation in the Contest (including without limitation selection as a Winner or award of any prize) creates any confidential, fiduciary, agency, employment, or other relationship or contract between Supporter or Administrator and any entrant, and by submitting an Entry each entrant acknowledges that no such relationship or contract exists.

6. By entering the Contest, each entrant represents and warrants to Administrator/Supporter that:

- A. The entrant's Entry meets all of the entry and additional entry requirements as detailed above;
- B. The entrant meets all the eligibility requirements for the Contest;
- C. The entrant agrees and consents to participate in, and use of their name and image in, all publicity, marketing advertising and promotional activity of the Administrator and/ or Supporter if their entry is selected as a Winner; and
- D. The entrant has complied with these Official Rules and all applicable Laws in entering and participating in the Contest.

JUDGING AND WINNER DETERMINATION:

1. Judging Period - The finalists will be selected by the judges within a period following the Entry Period and no later than 21 December, 2024.

2. Judges - Eligible Entries and compliance with the entry requirements and Official Rules will be evaluated by the Administrator and the Supporter in their absolute discretion.

3. Judging Method and Criteria – Following determination of all valid Entries, 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 in respect of each valid Entry:

- A. Compelling Story of Entrepreneurship
- B. Strength of business metrics
- C. Compelling digital presence
- D. Compelling Problem Business Is Solving
- E. Quality of Written Materials and/or Visual Media
- F. Future Potential of the Business and growth opportunity

Additional verification of compliance with these Official Rules may apply to identification of finalists.

4. The Judges will filter the Entries and will select five winners with the highest scores arising from application of the above criteria. In the event of there being Entries having an equal number of points, the Judges will perform a run-off and select the top 5 Entries that best meet the criteria above in their absolute discretion (each a "Winner"). All five Winners will be offered, and must complete, pitch preparation provided by the Contest Administrator by 31st January 2025. Judges will then review the business pitches and, by 28th February, 2025, select 1 Primary Winner ("Primary Winner") who will receive 50,000 EUR and mentorship programme and 4 Secondary Winners ("Secondary Winner") who will receive 10,000 EUR and a mentorship programme. Failure to complete the pitch preparation disqualifies a Winner from the opportunity to be named the Primary Winner. Notwithstanding the foregoing each Secondary Winner will receive the 10,000 EUR with or without participation in the pitch preparation.

Announcement – The selected finalists of the Contest and the Primary Winner will be announced across public marketing channels operated by the Supporter and the Administrator by 15th March 2025 following completion of the Judging.

GENERAL PRIZE CONDITIONS: No prize is exchangeable, assignable, or otherwise transferable, except at the Administrator's or Supporter's sole and absolute discretion. The value of each prize may be taxable to each Winner as income and each Winner is solely responsible for all taxes and for any other fees or costs associated with the applicable prize(s), and for any other liabilities incurred in connection with any prize. 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.

WINNER NOTIFICATION AND PRIZE CLAIM: Each potential winner ("Winner") will receive a notification from the Administrator (a "Prize Notification") within 7 working days from completion of the judging, 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. Supporter 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 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. 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 automatically 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. Administrator 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 may select an alternative Winner. The distribution of the prize(s) will be at the sole determination of the Administrator to the Winners in accordance with these Official Rules.

USE OF PERSONAL DATA:

The Supporter will collect, process, use, and share the entrants' and Winners' personal information for fulfilment of the Contest. The Supporter may also use the Winners' personal information for their marketing materials to promote their business in association with the Contest. The Supporter processes the entrants' and Winners' personal information as necessary for the performance and operation of the Contest and associated publicity and, where relevant, to comply with legal obligations, and in

accordance with Visa's Global Privacy Notice available at the following link
<https://www.visa.co.uk/legal/global-privacy-notice.html>.

Each entrant and Winner has various rights under data privacy laws (including without limitation the right to: ask for a copy of the information that the Supporter holds about them; ask the Supporter to update their personal information, if it is incorrect or incomplete; object to the Supporter's processing of their personal information; and ask the Supporter to delete or restrict their personal information). Each entrant and Winner also has the right to file a complaint with the Supporter or with a supervisory authority if it is believed that the Supporter has processed the personal information in violation of the applicable law. The entrants and Winners may exercise their privacy rights and submit queries to the following email address visacorporateadmin@kitescouting.com.

LICENSE GRANT: By submitting an Entry, entrants agree that their names, addresses and images may be disclosed to Supporter/ Administrator for the purposes of administering the Contest and in accordance with the Data Privacy Notice. Entrants agree that Supporter is free to reproduce, publish and use any images in its original format or altered in any way as the Supporter deems appropriate for the purposes of advertising and publicity.

RELEASE OF LIABILITY: By entering the Contest, each entrant (i) agrees that none of the Supporter and/or Supporter 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 whatsoever and however arising arising out of or in connection with the operation of the Contest.

DISQUALIFICATION: Administrator and Supporter reserves the right to disqualify any entrant who the Administrator or Supporter 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.

TERMINATION/MODIFICATION: The Administrator and Supporter shall have the right to modify, suspend, or terminate the Contest, at its sole discretion. Should the Contest ever be terminated prior to the Winners' selection, Administrator or Supporter will post a notice on the Contest Site and will make alternate arrangements including the awarding of the prizes based on the judging criteria.. Any such changes will become

effective upon notice via online posting at the Contest Site or other means of wide dissemination.

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 Supporter's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

GOVERNING LAW AND DISPUTES: These Official Rules, the Contest and any disputes arising out of or in connection thereto shall be governed by the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction.

SOCIAL MEDIA PLATFORMS: The Contest may be advertised on or accessed through one or more social media platforms, such as Meta (Facebook, IG) or LinkedIn. 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.

ADMINISTRATOR: The Administrator of the Contest is KITE Solutions Inc, 2261 Market Street STE 10418, San Francisco, CA 94114.

SUPPORTER: The Supporter is Visa Europe, Republic of Ireland.