

VISA'S SHE'S NEXT Program, Empowered by Visa in Partnership with NBK

("Official Rules")

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE PRIZE.

THIS PROGRAM IS ONLY OPEN TO RESIDENTS OF KUWAIT ("KUWAIT").

1. **DESCRIPTION:** The Visa She's Next program (the "Contest") is administered by Visa Middle East FZ LLC in partnership with NBK and Kite Inc (Referred to jointly and severally as the "Promoter/s"). Applicant/s may enter the Contest (the "Entrant/s") beginning at 12:00 am Kuwait time on November 14, 2024, and applications will be accepted on a rolling basis through 11:59 pm Kuwait time until December 19, 2024 ("Entry Period").
2. **Acceptance** is dependent on the entrant's meeting the judging criteria and Contest capacity.
3. **The Contest is void where prohibited or restricted by law, is subject** to applicable federal, emirate, and local statutes, rules, regulations, and other laws (each a "Law") and is governed by these Official Rules.
4. **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 decisions of the Promoters, 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 Kuwait, and those that are in connection with the participation in the Contest. Entry in the Contest does not constitute entry into any other promotion, sweepstakes, or contest.
5. **ELIGIBILITY:** The Contest is open to all Entrants - individual female entrepreneurs operating in Kuwait - who meets all of the following eligibility requirements:
 1. The Entrant must be at the time of the Entry a legal resident of Kuwait
 2. The Entrant must, at the time of Entry, be an adult female of age of majority (21 years old), an otherwise eligible participant between the ages of 16 and 21, may be required to furnish parental/guardian consent before she may participate in and/or claim the Prize.
 3. The entrant's business must be women led or at least 51% women-owned, and must be registered to operate in Kuwait

Promoters, their advertising and promotion agencies, the prize providers, any other company or organization involved with the design, sponsorship, or operation of the Contest, and each of their respective officers, directors, employees, and agents (collectively, the "Sponsor Parties"), and immediate family and household members of such individuals, or any other persons specified by law are NOT eligible to enter the Contest. Unless otherwise defined by applicable law, "Immediate family members" shall

mean a person's spouse 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.

6. **HOW TO ENTER:** To enter the Contest, each Entrant must complete and submit the "Contest Entry Form" found on (www.Visa.com), including completion of all of the elements in the Contest Entry Form ("Entry"). 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). You may include images, documents and any other material in support of the Entry, as requested also.

7. **ADDITIONAL ENTRY REQUIREMENTS:**

1. All 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. Limit of one (1) Entry per business.
3. 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 she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the female 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 of such Entrant's Entries may be disqualified.
4. Each Entry must demonstrate the professional Background of the Entrant, as per what follows:
 - A. **Growth & business plan**
 1. **Well-defined business plan with clear objectives and milestones.**
 2. **Feasibility and practicality of the business strategy.**
 3. **Potential for business growth and scalability.**
 - B. **Unique concept & innovation**
 1. **Clear understanding of the market needs and customer segments.**
 2. **Originality and uniqueness of the business idea.**
 3. **Potential for innovation and disruption in the market**
 - C. **Impact**
 1. **Social, economic, and environmental impact of the business.**
 2. **Contribution to community development and empowerment.**
 3. **Environmental sustainability and ethical practices.**

5. 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 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 Entrants are responsible for securing usage rights from the photographer or videographer to reproduce, distribute, display, and create derivative works of the image by the Promoters, 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:
 - A. is illegal, abusive, tortious, defamatory, pornographic, sexually explicit, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable;
 - B. promotes discrimination based on race, ethnicity, nationality, religion, sex, sexual orientation, disability, or age;
 - C. promotes violence or unsafe or illegal activity;
 - D. is threatening, harassing, or degrading;
 - E. serves to impersonate any person or entity or misrepresent affiliation with any person or entity; or
 - F. disparages or injures the reputation or goodwill of the Promoter, the prize providers, or any of their respective officers, directors, employees, products, or services.
6. Entries that do not comply with these requirements (as determined by the Promoters in their sole discretion) are void and will be disqualified. Media, as defined in the Contest application, must be of high resolution and no more than 10MB per file. Photos must be provided in PNG or JPG format, in videos in MP3 format. Entrants may be required to submit proof of compliance with these requirements, and failure to provide such proof on request may, in Promoter's sole discretion, disqualify an Entrant's Entry.

7. Neither submission of an Entry nor any other participation in the Contest creates any confidential, fiduciary, agency, employment, or other relationship or contract between Promoters and any Entrant, and by submitting an Entry each Entrant acknowledges that no such relationship or contract exists.
8. By entering the Contest, each Entrant represents and warrants to Promoters that:
 - A. The Entrant's Entry meets all of the requirements in Section 7 as detailed above
 - B. The Entrant meets all the eligibility requirements for the Contest; and
 - C. The Entrant has complied with these Official Rules and all applicable Laws in entering and participating in the Contest.

8. JUDGING AND WINNER DETERMINATION:

1. Shortlisting of the Entries will be carried out by the Promoters, who will filter the Entries and will select a total of 5 finalists who will be announced on 20 January 2025.
2. After the announcement of the 5 finalists ("Finalist/s"), there will be a final in-person pitch event where the Finalists will pitch their businesses to a Jury on February 19.
3. Judges - Eligible Entries will be evaluated by the Promoters.
4. Judging Method and Criteria - 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:
 - A. Compelling story of entrepreneurship (20 points)
 - B. Strength of business metrics (20 points)
 - C. Compelling digital presence (20 points)
 - D. Compelling problem business is solving (20 points)
 - E. Quality of written materials and/or visual media (20 points)

She's Next Winners: The She's Next Winners will be selected by the judges according to the above-mentioned Judging Method and Criteria on February 19, 2025. The Winner will be announced at the final event ("Event"). From the 5 Finalists selected: One primary winner will win the first prize ("Grand Prize Winner") and one-to-one mentorship. Runner up winner will win the second prize ("Runner Up Prize Winner"). People's Favorite Winner will win the third prize ("People's Favorite Winner"). In addition, all Entrants will be eligible for available networking and training opportunities.

Announcement – The selected Finalists of the Contest will be announced across public marketing channels operated by the Promoters by February 20, 2025.

In all cases, Winners must meet the requirements of these Official Rules to officially qualify as the Winners, subject to verification.

9. **PRIZES AND APPROXIMATE VALUES:** The Grand Prize Winner will receive a USD 25,000 grant, and group mentorship session with a successful entrepreneur. The Runner Up Prize Winner will receive a USD 15,000 grant. The People's Favorite Winner will receive a USD 10,000 grant. In addition, all entrants will be eligible for available networking and training opportunities.

10. **GENERAL PRIZE CONDITIONS:** All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by the Promoter in its sole discretion. The awarding of prizes is not intended to, and shall not be deemed to, create any employment or similar contract or relationship between Administrator or Promoter and any Finalist. No prize is exchangeable, assignable, or otherwise transferable, except at the Promoter's sole and absolute discretion. Promoter reserves the right to substitute for any prize one or more items or services of equal or greater value. The value of each prize may be taxable to each Winner as income. An applicable tax form will be issued by the Promoter in the name of each Finalist for the value of the prize(s) received, as applicable by Law. Each Finalist shall be solely responsible for all taxes (including federal, provincial and local sales and income taxes), and the reporting consequences thereof, for any other fees or costs associated with the applicable prize(s), and for any other liabilities incurred in connection with any prize.
11. **FINALIST NOTIFICATION FOR THE EVENT:** Each potential Finalist will receive a notification from the Promoter (an "Event Notification") sent to the email address indicated by each Finalist in their applicable Entry. The notification will include 1) an invitation to attend the Event that will be organized to announce the Prize, and 2) confirmation on the place, date and time of the Event. Each Finalist will have five (5) working days to respond in writing to the Event Notification once it has been sent to the Finalist, including confirmation of their attendance at the Event. Promoter shall have no liability for any Event Notification that is lost, intercepted, or not received by a Winner for any reason.
12. **WINNER NOTIFICATION AND PRIZE CLAIM:** The winners ("Winners") will receive a notification from the Promoter (a "Prize Notification") within 7 working days from the selection date, 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 Winner, including providing any requisite information to accept their prizes. Promoter and Administrator shall have no liability for any Prize Notification that is lost, intercepted, or not received by a Winner for any reason. In order to claim a prize, each Winner may be required to verify for Administrator or Promoter 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. Upon Promoter's request, each Winner must also execute and return, where legally permissible, a declaration of eligibility, a liability release, and/or a publicity release and assignment of rights. If a 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 Winner will be disqualified and forfeit his or her prize, and an alternate Winner may be determined by the Promoter from the pool of remaining Entrants based on the judging Criteria described in these Official Rules, and as permitted by the applicable Law. Promoter may successively attempt to contact up to five (5) Winners in accordance with such

procedure, and if there is still no confirmed Winner of a prize after such attempts have been made, Promoter may announce an alternate means for awarding that prize, as per the applicable Law. The distribution of the prize(s) will be at the sole determination of the Promoter to the individuals deemed to have won the Contest by the Promoter in accordance with these Official Rules.

13. **USE OF PERSONAL DATA:** Entrants consent to all their personal information collected by or on behalf of Promoter or Sponsor Parties (including without limitation, an Entrant's name, biographical data, and city and state/province of residence) may be used for the administration of the Contest and as stated in these Official Rules. Except to the extent prohibited by Law, each Finalist consents and grants to Promoter or Sponsor Parties and each of their respective designees the right to use his or her personal data to the extent necessary for the effective conduct of the Contest which may include the passing of such personal information to third parties, as well as to parties outside the Finalist's country of residence and to publicize such Finalist's name and address (city and state/province of residence), photo, complete Entry and prize information in connection with the Contest, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission. The Finalist acknowledges that such countries may not have data protection laws equivalent or stricter than those of Finalist's country of residence.
14. **LICENSE GRANT:** By submitting an Entry, each Entrant irrevocably grants Sponsor Parties and its designees the unconditional, irrevocable, and perpetual right and permission, royalty-free, to use the Entry and any other data, information, images, content, or materials included in such Entry, in any media now known or hereafter devised, throughout the world for brand promotional purposes and related activities. Sponsor Parties are not obligated to use any of the above-mentioned data, information, images, content, or materials, but may do so and may edit them in Sponsor Parties' sole discretion, without further obligation or compensation. Each Entrant waives all intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor Parties' use of the Entry or exercise of any rights granted to Sponsor Parties, and each Entrant agrees not to sue or assert any claim against any of the Sponsor Parties with respect to such use.
15. **RELEASE OF LIABILITY:** By entering the Contest, each Entrant (i) agrees that none of the Sponsor Parties, nor any advertising or social media platform, such as Facebook, Instagram, TikTok or LinkedIn, on which the Contest is advertised or through which it is accessed, shall be responsible for, any loss or damage suffered as a result of and (ii), to the maximum extent permitted by Law, releases and holds harmless the Promoter and Sponsor Parties and each such advertising or social media platform from and against, any and all claims, injuries, damages, liabilities, costs, expenses, or losses of any kind (including, but not limited to, personal injury, death, or damage to or loss of property) that may occur, directly or indirectly, in whole or in part, from:

- A. participation in the Contest;
- B. any breach or other violation by such Entrant of these Official Rules, the Policies, or applicable Law;
- C. the acceptance, receipt, possession and/or use or misuse of any prize (or any portion of any prize);
- D. any incorrect, incomplete, garbled, or inaccurate information, or any failure to capture any information, whether caused by entrant, printing errors, human error, or by any of the equipment or programming associated with or utilized in the Contest;
- E. any damage to an Entrant's equipment (such as a computer system or mobile device) which is occasioned by accessing the Contest Site or participating in the Contest;
- F. miscommunications, or any failed, jumbled, delayed, or misdirected computer, telephone, cable, or other transmissions (including, without limitation, transmissions by email, social media (such as a private or direct messages, check-ins, tweets, and posts), and instant message;
- G. for any technical malfunctions, failures, delays, difficulties, or other errors of any kind or nature;
- H. any Entry, email, prize package, or other material or correspondence that has been tampered with or that is stolen, misdirected, incomplete, lost, late, non-conforming, ineligible, or damaged;
- I. any failure of any postal or delivery service;
- J. any use of the Entrant's personal information and Entries as permitted under these Official Rules; or
- K. any other events beyond Promoter's reasonable control.

16. LIMITATION OF LIABILITY: NEITHER PROMOTER NOR ANY OTHER SPONSOR PARTY, SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CONTEST, ANY PRIZE, OR THESE OFFICIAL RULES, HOWSOEVER CAUSED, WHETHER ARISING IN TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER SUCH PROMOTER OR SPONSOR PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED. ALL PRIZES ARE GIVEN AWAY "AS IS." THE PROMOTER OR SPONSOR PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT) WITH REGARD TO THE CONTEST OR ANY PRIZE. ENTRANTS AGREE TO INDEMNIFY PROMOTER OR ANY SPONSOR PARTY AGAINST, ANY DAMAGES, LIABILITIES, LOSSES, OR EXPENSES INCURRED OR ARISING DIRECTLY OR INDIRECTLY OUT OF THE PARTICIPATION IN THE CONTEST, ENTRANT'S USE OR ACCEPTANCE OF ANY PRIZE, ENTRANT'S BREACH OF THE OFFICIAL RULES, THE POLICIES, OR APPLICABLE LAW (INCLUDING ANY WARRANTY IN RELATION TO INTELLECTUAL PROPERTY AND THIRD PARTY

RIGHTS), OR THEIR NEGLIGENT OR FRAUDULENT ACT OR OMISSION IN RELATION TO THE CONTEST.

17. **DISQUALIFICATION:** Promoter reserves the right to disqualify any entrant who the Promoter 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 Promoter reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by Law.

18. **TERMINATION/MODIFICATION:** As per the applicable Law, the Promoter shall have the right to modify, suspend, or terminate the Contest, at its sole discretion, at any time for any reason, including without limitation as a result of natural disaster, equipment failure, civil disturbance, fraud, financial, or administrative difficulties, technical problems (such as a computer virus/ bug), unauthorized intervention that corrupts the administration, security, fairness, integrity or proper functioning of the Contest, or other causes not within the control of the Promoter. In addition, if, in the exclusive judgment of Promoter, the Contest (or any portion thereof) becomes compromised in any way, Promoter reserves the right, at its sole discretion and as per the applicable Law, to cancel the Contest, to void any Entries submitted fraudulently, and/or to select Winners from among all non-suspect eligible Entries received prior to the act that compromised the Contest. Should the Contest ever be terminated prior to the Winners' or the Finalists' selection, Promoter will post a notice on the Contest Site and will make alternate arrangements including the awarding of the prizes based on the judging criteria. As per the applicable Law, Promoter reserves the right to make changes in these Official Rules and repost on the Contest Site. Any such changes will become effective upon notice via online posting at the Contest Site or other means of wide dissemination.

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

20. **DISPUTES:** Unless otherwise stated by the Governing Laws in Kuwait, except where prohibited, each Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, this Contest, or any prize shall be resolved individually, without resort to any form of class action, and by the applicable state and/or federal courts and hereby waives any objection to such courts, whether on the basis of venue, personal jurisdiction, inconvenience of the form, or otherwise; (ii) any and all claims made by Entrant, and any and all

judgments and awards in favor of Entrant, shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iii) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All disputes concerning the Contest, the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of each Entrant and Promoter in connection with these Official Rules or the Contest shall be subject to the exclusive jurisdiction of the Courts of Kuwait , and governed by and construed in accordance with the Laws of Kuwait and applicable Federal laws of Kuwait, without giving effect to any choice of law or conflict of law rules that would cause the application of the Laws of any other jurisdiction.

21. **PRIVACY:** Entry submission is subject to the following privacy policy at https://kw.visamiddleeast.com/en_KW/legal/global-privacy-notice.html
22. **SOCIAL MEDIA PLATFORMS:** The Contest may be advertised on or accessed through one or more social media platforms, such as Facebook, LinkedIn, Instagram or Tiktok. 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.
23. **PROMOTER/S:** Visa Middle East FZ LLC Arjaan tower, Office FL1, Media City, Dubai, UAE, +9714 4577200. Visa Middle East and Kite Inc are responsible for managing this Contest and all issues related to the Prizes.