TERMS AND CONDITIONS GOVERNING PARTICIPATION IN

MTN @30 NATIONAL BUSINESS PITCH 2026 (the "TERMS")

Organised by Scancom PLC ("MTN")

1. INTRODUCTION

1.1 MTN @ 30 Business Pitch 2026 (the "Contest") is a national business competition and initiative organised by Scancom PLC ("MTN"), a company incorporated under the laws of the Republic of Ghana.

1.2 The Contest is designed to identify, support high-potential Small and Medium Enterprises ("SMEs") operating across the sixteen (16) regions of Ghana.

1.3 The Contest seeks to provide participating businesses with opportunities for business development, mentorship, networking, funding, national exposure and recognition, while celebrating businesses contributing to Ghana's economic growth and development.

1.4 Through the Contest, MTN aims to support the growth and digital transformation of Ghanaian businesses and to demonstrate its role as a partner and enabler of sustainable business growth beyond the provision of telecommunications and connectivity services.

1.5 Participation in the Contest is subject to these Terms and Conditions ("Terms"), together with any additional rules, requirements, instructions and information communicated by MTN in connection with any stage of the Contest.

2. DEFINITIONS

"Award" any monetary or other benefit awarded to a Contestant under the Contest, including the Top 16 Award, Vertical Award(s) and the Grand Finale Award.

"Applicant" a duly authorised representative of a Business that submits an application to participate in the Contest.

"Application Period" the period specified by MTN during which applications for participation in the Contest may be submitted.

"Bootcamp" the national business development and pitch-readiness programme to be held in Accra, Ghana for the National Top 16, comprising mentorship, training, business development sessions, challenges, networking activities, assessments and pitch preparation as MTN may determine.

"Bootcamp Participant" a duly authorized representative of a Business, selected as part of the National Top 16 to participate in the Bootcamp.

"Business" a duly registered or incorporated sole proprietorship, partnership, or company that satisfies the eligibility requirements prescribed by MTN for participation in the Contest.

"Contest" the MTN @ 30 Business Pitch Ghana 2026, including its stages, activities, assessments, Bootcamp, broadcasts and related events.

"Contestant" an Applicant selected by MTN to participate in the Contest and, where the context requires, a Selected Business, National Top 16 or Finalist referencing a specific stage with each stage carrying different obligations.

"Finalist" any of the five (5) Contestants selected to participate in the Grand Finale.

"Grand Finale" the final stage of the Contest at which the five (5) Finalists compete for the Grand Finale Award.

"Grand Finale Award" means the amount of GHS 300,000.00 (Three Hundred Thousand Ghana Cedis) awarded to the winner of the Contest.

"Judging Panel" the judges, assessors, business experts or other persons appointed or designated by MTN to evaluate the Contestants at any stage of the Contest.

"National Top 16" sixteen (16) of the Selected Businesses selected from the Regions in the Programme Zone.

"Programme Zone" any of the four geographical zones established by MTN for purposes of the Contest auditions.

"Personal Data" and **"Processing"** have the meanings assigned to them under applicable data protection laws of the Republic of Ghana.

"Selected Business" a Business selected from the regional screening and audition stages to constitute the forty-eight (48) Businesses.

"Submitted Material" any application, sixty (60) seconds video, business information, pitch, presentation, document, image, audio, audiovisual material or other content submitted or made available by an Applicant or Contestant in connection with the Contest.

"Vertical Award" an award presented to a Contestant for an outstanding performance in a designated category determined by MTN, including categories such as innovation, sustainability or business resilience.

"Applicable Law" any law, regulation, directive, guideline, order or other legally binding requirement applicable to the Contest or a Contestant.

2.1 Headings are for convenience only and do not affect interpretation. Words in the singular include the plural and vice versa.

2.2 References to writing include electronic communications. References to any law include amendments, re-enactments and subordinate legislation made under it.

2.3 Order of precedence: These Terms shall prevail over any stage-specific rules, instructions or other communications issued in connection with the Contest, except to the extent that MTN expressly states in writing that a particular stage-specific rule supplements or varies a provision of these Terms. In the event of inconsistency, these Terms shall prevail unless MTN expressly provides otherwise.

3. ELIGIBILITY REQUIREMENTS

3.1 An Applicant is required to be at least eighteen (18) years old.

3.2 The Applicant is required to have a validly registered business that has been operational for at least two (2) years, as at the closing date of the Application Period.

3.3 The Business is required to carry out its principal activities in one of the designated Programme Zones.

3.4 The Business is required to provide a valid Tax Clearance Certificate issued by the Ghana Revenue Authority, and the relevant business operating licenses or permits from industry specific regulators and the relevant Metropolitan Assembly in which the Business operates, unless MTN expressly permits an alternate document for a particular stage

3.5 The Applicant is required to provide a valid Ghana Card or such other identification as MTN may reasonably require for verification.

3.6 The Business is required to qualify as a Small and Medium Enterprise (SME) for purposes of the Contest.

3.7 The Applicant will be required to furnish bank financial records of the Business or MTN MoMo Merchant Account records of the Business, demonstrating revenue for at least one (1) year of operation.

3.8 Eligibility requirements must be satisfied throughout the Contest. MTN may request evidence of continuing eligibility at any stage.

3.9 MTN may exclude Businesses whose activities, products or services are unlawful, or subject to regulatory restrictions that make participation inappropriate, having regard to the nature of the Contest.

3.10 MTN reserves the right to reject or disqualify any Applicant or Business where, following reasonable assessment or due diligence, MTN determines that its participation may expose MTN or the Contest to material legal, regulatory, financial, ethical, security or reputational risk, or where participation would be inconsistent with MTN's applicable policies or legal obligations.

4. APPLICATION AND REGISTRATION

4.1 The call for entries shall be publicized through such channels as MTN may determine. Eligible Businesses shall submit applications through the designated application platform within the Application Period.

4.2 There is no application fee, unless expressly stated otherwise by MTN. Any person who claims to be from MTN and asks the Contestant(s) to pay an entry fee for participation in the Contest is defrauding the Contestant(s) and he/she should report this to the local police and MTN immediately.

4.3 Each Applicant shall complete the prescribed application form, submit a sixty (60) seconds video describing its business and provide the information and supporting documents reasonably required by MTN, including information relating to the Business, its operations, ownership and financial performance.

4.4 An application is valid only where it is fully completed, submitted within the Application Period and satisfies the applicable eligibility and entry requirements.

4.5 MTN may reject or disqualify an application that is incomplete, late, inaccurate, misleading, fraudulent or otherwise non-compliant with these Terms.

4.6 Each Applicant is responsible for ensuring that information submitted is accurate, complete and not misleading. An application may not be amended after submission except with MTN's approval.

4.7 MTN may require additional information or documents to verify eligibility, business operations, ownership, financial information or any other information submitted in connection with the Contest.

4.8 Failure to provide information or documentation reasonably required by MTN within the stipulated Application Period may result in disqualification.

4.9 A Selected Business shall designate up to three (3) authorised representatives ("Contestant(s)") to participate in the relevant stages of the Contest. MTN may require proof of authority.

4.10 If an Applicant is unclear about any requirement, it may submit a query through the contact channel specified by MTN. A query does not extend or suspend any applicable deadline, unless MTN expressly confirms otherwise.

5. PROGRAMME ZONES

5.1 For purposes of the Contest, the sixteen (16) regions of Ghana are grouped into four (4) Programme Zones as follows:

Zone	Regions
Zone A	Greater Accra, Eastern, Volta, Oti
Zone B	Ashanti, Ahafo, Bono East, Bono
Zone C	Western North, Western, Central
Zone D	Northern, North East, Upper East, Upper West, Savannah

5.2 An Applicant shall ordinarily be assessed within the Zone corresponding to its registered address or principal place of business as verified by MTN.

6. CONTEST JOURNEY

6.1 The Contest shall comprise the following principal stages, which shall run from **27 October 2026 to 20 November 2026**, or any extension thereof, granted by MTN.

6.2 **Regional Call for Entries**: invitation and submission of applications across the four (4) Programme Zones.

6.3 **Regional Screening and Auditions**: screening, interviews, business assessments, pitches or auditions, as determined by MTN.

6.4 **Selection of Businesses**: forty-eight (48) Businesses, from each the sixteen (16) Regions.

6.5 **National Top 16 Selection**: selection of sixteen (16) Businesses from the forty-eight (48) Selected Businesses.

6.6 **Accra Business Bootcamp**: national business development, mentorship, networking, challenges and pitch preparation for the National Top 16.

6.7 Top 16 Award: each National Top 16 Business receives GHS 30,000, subject to verification, applicable taxes and the relevant award conditions.

6.8 Selection of Top 5 Finalists: Five (5) Businesses selected following the Bootcamp and such subsequent challenges, pitches or assessments as MTN determines.

6.9 Vertical Awards: five (5) awards of GHS 30,000 (Thirty Thousand Ghana Cedis) each for designated categories determined by MTN.

6.10 Grand Finale: five (5) Finalists shall pitch before a designated Judging Panel and one (1) overall winner will receive the Grande Finale Award, subject to the applicable award conditions. MTN may determine the detailed format, dates, venues, activities, challenges, pitch requirements and operational arrangements for each stage, provided that material changes affecting Applicants/Contestants shall be communicated through appropriate channels.

7. REGIONAL SCREENING AND AUDITIONS

7.1 Valid applications shall undergo screening and, where applicable, regional interviews, business assessments, pitches or auditions.

7.2 Applicants may be assessed on business viability, innovation, market potential, financial performance, sustainability, resilience, social or economic impact, technology, business model, growth strategy and such other criteria as may be communicated by MTN.

7.3 Applicants shall comply with reasonable instructions concerning attendance, timing, identification, documents, products, demonstrations, health and safety and production requirements.

7.4 An Applicant is responsible for transporting any product or ancillary item required for an audition unless MTN expressly agrees otherwise. Products or items brought to a Contest-affiliated premises must be lawful and reasonably safe for handling and demonstration.

7.5 Weapons, illicit substances and other prohibited or dangerous items shall not be brought to any Contest-affiliated premises.

7.6 Where an audition is conducted virtually, the Applicant shall be responsible for its device, connectivity and reasonable arrangements necessary to participate.

7.7 Where in-person attendance is required, the Applicant shall bear its own transportation, accommodation and other expenses, unless MTN communicates otherwise.

7.8 MTN may disqualify an Applicant for disruptive, abusive, fraudulent, dishonest, threatening or materially inappropriate conduct or failure to comply with reasonable Contest requirements.

8. SELECTION OF THE 48 BUSINESSES

8.1 Following the regional screening and auditions, forty-eight (48) Businesses shall be selected.

8.2 Selection shall be based on the applicable eligibility requirements and judging or evaluation criteria determined by MTN.

8.3 MTN may require selected Businesses to complete verification and due diligence before confirming their progression.

8.4 A Business that withdraws, becomes ineligible or is disqualified may be replaced by another eligible Business in accordance with MTN's selection process.

9. NATIONAL TOP 16 SELECTION

9.1 The forty-eight (48) Selected Businesses shall undergo further assessment through such business challenges, presentations, pitches, interviews or other evaluation activities as MTN may determine.

9.2 Sixteen Businesses shall then be selected from the forty-eight Selected Businesses to constitute the National Top 16

9.3 MTN may require additional information or verification before confirming a Business as part of the National Top 16.

10. ACCRA BUSINESS BOOTCAMP

10.1 The National Top 16 shall participate in a business growth and pitch-readiness Bootcamp in Accra, Ghana comprising mentorship, business development sessions, training, networking, challenges, assessments and pitch preparation.

10.2 Participation in the Bootcamp is mandatory, unless MTN approves an alternative arrangement. Persistent or unauthorised absences of Bootcamp Participants may result in disqualification.

10.3 Bootcamp Participants shall comply with the communicated schedule, venue requirements and reasonable instructions of MTN and its production partners, mentors, judges, assessors and service providers.

10.4 MTN may, as communicated, provide reasonable accommodation, meals, travel arrangements or reimbursement for approved expenses. MTN shall not be responsible for personal or unapproved expenses during the Bootcamp.

10.5 Only the authorised representative designated by the Business may participate unless MTN approves a replacement. Where accommodation or travel arrangements are to be provided by MTN, the nature, class, timing, and other details of such arrangements shall be determined by MTN, in its sole discretion.

10.6 Bootcamp activities may be assessed and may form part of the criteria for selecting the Finalists.

10.7 MTN may reasonably modify the Bootcamp schedule, duration, venue, accommodation, activities or format for administrative, production, safety or other legitimate reasons, and shall communicate material changes to Bootcamp Participants.

11. FINALIST SELECTION

11.1 Following Bootcamp and such subsequent challenges, pitches or assessments as MTN may determine, five (5) Businesses shall be selected as Finalists for the Grand Finale.

11.2 The selection may take into account Bootcamp performance, Business performance, pitch quality and the published or communicated judging criteria, if any.

12. VERTICAL AWARDS

12.1 MTN may present five (5) Vertical Awards, each carrying an award of GHS 30,000.

12.2 The categories shall be determined and communicated by MTN and may include business resilience, sustainability, innovation and other areas of business excellence.

12.3 A Vertical Award may be presented at a stage determined by MTN and may be subject to verification and the applicable award conditions.

13. GRAND FINALE AND GRAND FINALE AWARD

13.1 The Finalists shall participate in the Grand Finale and pitch their Businesses before the designated Judging Panel.

13.2 One (1) Finalist shall be selected as the overall winner and shall receive the Grand Finale Award, subject to verification and the applicable award conditions.

13.3 The Grand Finale Award is an award under the Contest and does not, by itself, constitute an investment, equity interest, loan, partnership, joint venture or other ownership interest in the winning Business.

14. JUDGING AND SELECTION

14.1 MTN shall appoint the Judging Panel and may appoint judges, assessors, business experts, mentors or other specialists to support the evaluation process.

14.2 Evaluation may include the following criteria, as relevant to the applicable stage: business viability and commercial potential; innovation; market opportunity; financial performance; scalability; sustainability; resilience; social and economic impact; technology; business model; growth strategy; execution capacity; and pitch performance.

14.3 MTN may communicate additional stage-specific criteria, weightings, scoring methodologies or challenges where reasonably necessary to administer the Contest.

14.4 Judges and assessors shall be expected to disclose relevant conflicts of interest and MTN shall make appropriate arrangements to manage such conflicts.

14.5 Where scores are tied, MTN may apply a tie-break mechanism based on the relevant judging criteria or such other objective method as may be communicated for the relevant stage.

14.6 The decision of MTN in connection with the audition, including but not limited to short listing the Selected Businesses, will be final and binding and is non-contestable.

15. AWARD, PAYMENT AND TAXES

15.1 All monetary Awards are subject to the eligibility, verification and payment conditions communicated by MTN and to Applicable Law.

15.2 MTN may require verification of the identity, business registration, bank account, MTN MoMo Merchant Account, tax status and other particulars of an Award recipient before payment.

15.3 Any applicable taxes, withholding obligations, statutory deductions or charges arising in connection with an Award shall be dealt with in accordance with Applicable Law. MTN may deduct or withhold amounts where legally required.

15.4 An Award may be withheld, forfeited or reallocated where the recipient is subsequently found to be ineligible, has provided materially false or misleading information, is disqualified or fails to satisfy applicable payment conditions.

15.5 Unless expressly agreed in writing, no additional payment, reimbursement, fee, salary, commission or other consideration is payable merely by reason of participation in the Contest or promotional activities connected with it.

16. REPRESENTATIONS AND WARRANTIES

16.1 Each Applicant and Contestant represents and warrants that: (a) it has authority to submit the application and participate; (b) information provided to MTN is accurate, complete and not misleading; (c) it owns or controls, or has obtained all necessary rights to use, the Submitted Material; (d) participation and the Submitted Material do not infringe third-party rights; (e) its Business and products comply with Applicable Law; and (f) it has disclosed any material information reasonably required for eligibility or due diligence.

16.2 A Contestant shall promptly notify MTN if any information previously provided becomes materially inaccurate or if it ceases to satisfy an eligibility requirement.

16.3 A Contestant is responsible for securing all necessary permissions, licences and consents relating to third-party content, persons, locations, music, brands, images, testimonials and other materials incorporated into Submitted Material or auditions.

17. SUBMITTED MATERIAL AND INTELLECTUAL PROPERTY

17.1 Ownership of contestant IP

17.1.1 Subject to the rights expressly granted under these Terms, each Contestant retains ownership of its pre-existing Business, intellectual property, trade secrets, know-how, products, concepts and other proprietary rights.

17.2 Licence over Submitted Material

17.2.1 By submitting or providing Submitted Material To MTN, the Contestant grants MTN and its production partners a non-exclusive, worldwide, royalty-free licence, for the duration reasonably required for the Contest and its promotion, to reproduce, store, review, edit, adapt, translate, communicate, publish, broadcast, distribute and otherwise use the Submitted Material for administering, evaluating, producing, documenting, broadcasting and promoting the Contest.

17.2.2 The licence in clause 17.2.1 does not transfer ownership of the Contestant's underlying Business or intellectual property to MTN.

17.3 Public disclosure and confidentiality warning

17.3.1 The Contestant acknowledges that participation may require public disclosure of Business information and is responsible for deciding whether any information

disclosed contains trade secrets or other confidential information. MTN does not guarantee confidentiality for information voluntarily disclosed publicly by a Contestant or otherwise intended for broadcast or publication.

17.4 MTN and its production partners shall own or control the rights in programme footage, recordings, photographs, edits, promotional clips, trailers, behind-the-scenes material and other programme production materials created by or on behalf of MTN in connection with the Contest, subject to any rights that cannot lawfully be assigned.

17.5 The Contestant(s) understands and agrees that the details submitted by them regarding their Business, product, idea, or invention including the design, use, and operation thereof, may be publicly displayed and described in detail on the Contest. Such disclosure may adversely affect their interests in the Business, including without limitation, the ability to prevent against theft of the business idea and the protection of the business idea through the acquisition of intellectual property rights, such as patents, trademarks, or copyrights.

17.6 The Contestant(s) understands that MTN might receive similar business proposals from different individuals and it shall be MTN's sole discretion to decide which Submitted Materials or Contestant to choose.

17.7 To the extent permitted by law, each Contestant consents to reasonable editing and adaptation of its participation and waives any right to object to such editing solely on the basis that it has been edited for production, broadcast or promotional purposes.

17.8 Each Contestant grants to MTN, its affiliates, licensees, production partners, broadcasters, agents and service providers a non-exclusive, worldwide, royalty-free, transferable and sublicensable licence to use, reproduce, store, edit, adapt, translate, publish, broadcast, distribute, communicate and otherwise exploit the Submitted Material, in whole or in part, for the purposes of administering, evaluating, producing, documenting, promoting, publicising, reporting on and maintaining an archive of the Contest and MTN's related corporate activities.

17.9 This licence shall continue for the period reasonably necessary to give effect to the purposes set out above and shall survive the conclusion or termination of the Contest

18. FILMING, PUBLICITY AND PROMOTIONAL ACTIVITIES

18.1 The Contest and its stages will be filmed, photographed, recorded and broadcast. By participating, each Contestant irrevocably consents to MTN and its authorised agents, production partners and service providers recording, photographing, filming and otherwise capturing the Contestant's name, image, likeness, voice, statements, biographical information and performance in connection with the Contest.

18.2 The Contestant further grants MTN the right to use, reproduce, publish, broadcast, distribute, and display such materials, in whole or in part, in any platforms, websites, media worldwide now known or subsequently developed, for the purposes of administering, promoting, publicising, and reporting on the Contest and related MTN activities, without further notice or compensation, except where prohibited by Applicable Law.

18.3 MTN may require Contestants and Winners to participate in interviews, webcasts, podcasts, photographs, social media activities, publicity campaigns, and other promotional activities related to the Contest ("Promotional Activities"). Contestants and Winners shall reasonably cooperate and participate in such Promotional Activities as may be requested by MTN from time to time, provided that such requests are reasonable and connected with the promotion, administration, or publicity of the Contest. Participation in any Promotional Activity shall not create, and shall not be construed as creating, any employment, agency, partnership, sponsorship, endorsement, joint venture, or other commercial relationship between the Contestant, Winner, and MTN. Except for any prize expressly awarded under these Terms and Conditions, no additional compensation shall be payable for participation in such Promotional Activities.

18.4 A Contestant shall not use MTN's name, trademarks, branding or other intellectual property, except as expressly authorised by MTN.

18.5 This licence shall continue for the period reasonably necessary to give effect to the purposes set out above and shall survive the conclusion or termination of the Contes

19. CONFIDENTIALITY

19.1 Each Contestant shall keep confidential non-public information concerning MTN, the Contest, other Contestants, judging processes, business information disclosed in confidence and any other information expressly identified as confidential.

19.2 Confidential information may be disclosed where required by law, to professional advisers under appropriate confidentiality obligations, or where it is already lawfully in the public domain without breach of these Terms.

19.3 A Contestant shall not copy, publish or distribute confidential Contest documents or materials without MTN's prior written approval, except where required by law.

20. DATA PROTECTION

20.1 MTN shall process Personal Data collected in connection with the Contest in accordance with Applicable Law and MTN's applicable privacy notice.

20.2 Personal Data may be processed for purposes including application administration, eligibility and identity verification, due diligence, judging, Contest administration, Award administration, tax and regulatory compliance, production, filming, publicity, communications, security and dispute management.

20.3 MTN may disclose Personal Data to its affiliates, employees, professional advisers, production partners, service providers, the Judging Panel, assessors, regulators,

government authorities and other recipients where reasonably necessary for the purposes of the Contest or required by law, subject to appropriate safeguards.

20.4 Where MTN engages a third party to process Personal Data on its behalf, MTN may require appropriate contractual and security safeguards consistent with Applicable Law.

20.5 Contestants shall provide accurate information and cooperate with reasonable requests necessary to comply with applicable data protection requirements.

21. DUE DILIGENCE

21.1 MTN may conduct due diligence on Applicants and Contestants and their Businesses, including verification of registration, ownership, financial information, tax status, business operations, licences, litigation or other matters reasonably relevant to the integrity, safety, eligibility or reputation of the Contest.

21.2 MTN may conduct due diligence on Submitted Material and may require supporting evidence, declarations, consents or other documents reasonably necessary for verification.

21.3 MTN may disqualify an Applicant or Contestant where due diligence identifies material discrepancies, ineligibility, fraud, dishonesty, unlawful conduct, material misrepresentation or other circumstances that reasonably undermine the integrity of the Contest.

21.4 Subject to Applicable Law, MTN reserves the right to withhold confidential due diligence reports, third-party information, proprietary information or security-sensitive information and shall not be obliged to disclose such information to a Contestant or Applicant solely as a result of, or in connection with, the Contestant's disqualification.

22. CONTESTANT CONDUCT

22.1 Contestants shall conduct themselves professionally and respectfully and shall comply with reasonable instructions relating to the Contest.

22.2 A Contestant shall not engage in any illegal acts including but not limited to violence, sexual harassment, bullying, discrimination, threats, intimidation, fraud, dishonesty, unlawful conduct and any deliberate disruption or conduct reasonably likely to bring the Contest or MTN into material disrepute.

22.3 MTN may remove a Contestant from a Contest -affiliated premises or activity, where reasonably necessary for safety, security, wellbeing or orderly administration of the Contest.

22.4 MTN may take appropriate action, including suspension or disqualification, where a Contestant engages in conduct, whether during or outside a Contest activity, that materially undermines the integrity of the Contest, creates a material safety or security risk, or is reasonably likely to bring MTN or the Contest into material disrepute

22.5 Serious or repeated misconduct may result in disqualification and, where appropriate, replacement by another eligible Business.

23. HEALTH, SAFETY AND PERSONAL PROPERTY

23.1 MTN shall take reasonable measures appropriate to the Contest environment to promote the health, safety and wellbeing of Contestants.

23.2 By applying for the Contest the Contestant(s) represent that he/she is medically fit or that any medical conditions shall be disclosed to MTN in writing along with a copy of a certificate from a qualified medical practitioner declaring him/her to be fit for participation in Contest. In the event the Contestant(s) suffers from any medical conditions at Contest-affiliated premises, MTN, will on a best endeavor basis, provided reasonable medical assistance to the said Contestant(s). However, in the event such medical condition renders the Contestant(s) unfit for further participation in the Contest, MTN shall have the right to disqualify such Contestant(s) from further participation. If such Contestant(s) has won any Award money before their disqualification, then the same shall be paid to the Contestant(s) in accordance to the process communicated by MTN.

23.3 A Contestant shall comply with reasonable health and safety instructions and promptly notify MTN of any circumstance materially affecting its ability to participate safely.

23.4 Where reasonably necessary, MTN may modify an activity, impose reasonable participation conditions or make alternative arrangements having regard to health, safety or accessibility considerations.

23.5 Contestants remain responsible for their personal belongings at every stage of the Contest. MTN shall not be responsible for loss or theft, howsoever occasioned.

24. DISQUALIFICATION AND REPLACEMENT

24.1 MTN may disqualify a Contestant where the Contestant: (a) is or becomes ineligible; (b) provides materially false, incomplete or misleading information; (c) breaches these Terms or applicable stage rules; (d) fails to provide required verification; (e) engages in fraud, dishonesty, serious misconduct or unlawful conduct; or (f) otherwise materially compromises the integrity, safety or administration of the Contest.

24.2 Where a Contestant withdraws or is disqualified, MTN may select a replacement eligible Business at its discretion and in accordance with the applicable selection process.

24.3 MTN may withhold or require repayment of an Award paid to a Contestant who is subsequently determined to have been ineligible or to have obtained the Award through material misrepresentation or fraud, subject to Applicable Law.

25. CANCELLATION, MODIFICATION AND FORCE MAJEURE

25.1 MTN may reasonably modify, suspend, postpone or cancel any stage of the Contest where necessary for administrative, production, technical, safety, regulatory or other legitimate reasons, including circumstances beyond MTN's reasonable control.

25.2 Where a material change contemplated under clause 25.1 affects an Applicant or a Contestant, MTN shall use reasonable efforts to communicate the change through appropriate channels.

25.3 Nothing in these Terms obliges MTN to continue the Contest where continuation is unlawful, impracticable or materially prejudicial to the safety or integrity of Applicants, Contestants, MTN or the Contest.

25.4 MTN shall not be liable for delay or failure to perform an obligation caused by circumstances beyond its reasonable control, to the extent permitted by law.

26. LIABILITY AND INDEMNITY

26.1 MTN and its affiliates, officers, employees, Judging Panel, assessors, production partners and service providers shall not be liable for indirect, incidental, special or consequential loss arising from participation in the Contest.

26.2 MTN, the evaluation panel, the host, the Judging Panel, advertising agencies, sub-contractors, used by MTN for the Contest, and any person or entity connected with the production, administration or judging of the Contest (the "**Relevant Parties**") shall be under no liability whatsoever to the Contestant(s), in respect of any loss, damage suffered by the Contestant(s) arising from or pursuant to the Contest or for any and all loss, damage, cost, expense or injury to life or property sustained by the Contestant(s) at any stage of the Contest and during production thereof whether or not caused by (1) the administration (including scheduling) of the Contest including any failure of transportation or inability for any reason to appear for the audition before the Judging Panel; (2) the Contestant's or any third party's participation in the audition, or being selected or disqualified; (3) as a result of the decisions of the Judging Panel; (4) as a result of any comment, remark, judgment, view, criticism, critique, opinion and/or observation made and/or passed by the Judging Panel and/or (5) any printing, typographical or technological errors in any materials associated with the production of the Contest. Notwithstanding the generality of the foregoing, the Relevant Parties expressly exclude liability for all direct, indirect and consequential loss or damage, including but not limited to loss or damage to property or for loss of profit, opportunity, business, revenue, goodwill or anticipated savings pursuant to the Contest. In no event will the measure of damages include, nor will the Relevant Parties be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Contestant(s); or circumstances beyond the Relevant Parties including MTN's reasonable control.

26.3 CONTESTANT INDEMNITY

Each Applicant and Contestant shall indemnify and hold harmless MTN, its affiliates, directors, officers, employees, agents, contractors and production partners against any third-party claims, losses, liabilities, damages, costs and reasonable legal expenses arising directly from:

(a) the Applicant's or Contestant's material breach of these Terms;

(b) any material misrepresentation, fraud or deliberate concealment of information by the Applicant or Contestant;

(c) any allegation that Submitted Material infringes the intellectual property, privacy, publicity or other rights of a third party;

(d) any unlawful act or wilful misconduct of the Applicant or Contestant; or

(e) any personal injury or property damage caused by the negligent or wrongful act or omission of the Applicant or Contestant in connection with the Contest.

27. NO PARTNERSHIP, INVESTMENT, EMPLOYMENT OR ENDORSEMENT

27.1 Participation, selection or receipt of an Award does not create a partnership, joint venture, agency, employment, franchise, distributorship, customer, supplier or fiduciary relationship between MTN and any Contestant.

27.2 Except under a separate written agreement expressly providing otherwise, MTN does not acquire an equity interest or other ownership interest in a Contestant's Business, and no Award constitutes an investment, loan or financing arrangement.

27.3 Participation or receipt of an Award does not constitute an endorsement by MTN of the Contestant's products, services or Business except to the extent expressly stated in official Contest publicity.

28. COMPLAINTS AND DISPUTE RESOLUTION

28.1 A Contestant wishing to raise a complaint concerning the administration of the Contest shall submit the complaint to Mtnbusiness.gh@mtn.com or call 0244308111.

28.2 MTN shall consider complaints in good faith and may request information reasonably necessary to investigate them. The existence of a complaints process does not require MTN to disclose confidential or legally protected information.

28.3 These Terms and any non-contractual obligations arising out of or in connection with them shall be governed by the laws of the Republic of Ghana.

28.4 Subject to any mandatory dispute-resolution requirement under Applicable Law, the courts of competent jurisdiction in Ghana shall have jurisdiction over disputes arising out of or in connection with these Terms.

29. GENERAL PROVISIONS

29.1 Acceptance of an application or participation in any stage constitutes acceptance of these Terms and any applicable stage-specific rules communicated by MTN.

29.2 MTN may amend or supplement these Terms where reasonably necessary to administer the Contest, comply with Applicable Law, address operational requirements or protect the integrity of the Contest. Material changes affecting Applicants or Contestants shall be communicated through appropriate channels.

29.3 No waiver by MTN of any breach shall constitute a waiver of any subsequent breach.

29.4 If any provision of these Terms is held to be invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid or enforceable, and the remaining provisions shall continue in effect.

29.5 An Applicant or Contestant may not assign or transfer its participation, rights or obligations under these Terms without MTN's prior written consent.

29.6 These Terms, together with any documents expressly incorporated into them, constitute the terms governing participation in the Contest and supersede earlier versions relating to the same subject matter to the extent of any inconsistency.

30. ACKNOWLEDGEMENT

30.1 By submitting an application or participating in the Contest, the Applicant or Contestant confirms that they have read, understood and agreed to these Terms and agrees to comply with the requirements applicable to the relevant stage of the Contest.

30.2 The Applicant or Contestant acknowledges that participation is voluntary and that selection at one stage does not guarantee progression to a subsequent stage or receipt of any Award except as expressly provided under these Terms and the applicable award conditions.

END OF TERMS AND CONDITIONS