



TERMS AND CONDITIONS

1000 Black Voices Black Tech Accelerator

I. DEFINITIONS

1000 Black Voices Black Tech Accelerator also abbreviated as 1000BVAccelerator: is an accelerator being run by the Promoter. Its aim is to find and help scale tech businesses that have a positive impact on the Black community.

Applicant: a legal entity that is duly established under the laws of the country where it operates that applies for the selection process. In these Terms & Conditions, the word Applicants also refers to Shortlisted Participants and Selected Participants

Programme: The programme of the 1000BVAccelerator as described in part II of these Terms & Conditions

Promoter: 1000 Black Voices, a UK based company.

Representatives also referred to as: "you": Representatives of the Applicants, entitled to fully represent the Applicant during the entire 1000 Black Voices Accelerator.

Selection Process: The process of selecting the Shortlisted Participants and Selected Participants as described in these Terms & Conditions

Shortlisted Participants: Applicants that have been selected by the Promoter to participate in the 12-month Accelerator of 1000 Black Voices.

Selected Participants: The Selected Participants that are granted admission on the Accelerator programme.



II. PROGRAMME OVERVIEW

The 1000 Black Voices Accelerator comprises the following stages:

1. **Application by the Applicants**

- Online application by the Applicants via the Programme website starting on 1 October, 2020. Deadline for October programme is 10 October, 2020.

2. **Selection of the Shortlisted Participants**

- Selection of the Shortlisted Participants by the Promoter. Judging criteria are specified below in VI;

3. **Pitch by the Shortlisted Participants**

- A 12-month 1000BVAccelerator comprising of a series of workshops and mentoring taking place virtually from October 2020 for 12 months. A maximum of three representatives per applicant will attend the 1000BVAccelerator;

4. **Selected Participants**

- After the pitches, the Promoter decides on the Selected Participants.

5. **1000BVAccelerator and Final Pitch by Selected Participants**

- A 12-month 1000BVAccelerator comprising of a series of lectures, workshops and mentoring taking place virtually from October 2020 for 12 months. A maximum of three representatives per applicant will attend the 1000BVAccelerator;
- An opportunity to pitch your business and scaling plan in front of 1000BVAccelerator executives and guests. Pitches (virtual) take place at the end of the 12-month 1000BVAccelerator.

6. **Coaching and mentoring of the Selected Participants**

- Mentoring support by the Promoter to the Selected Participants for a period up to 12 months during the 1000BVAccelerator.



7. Reporting

- The Selected Participants will be asked to update the Promoter on their business progress through sharing quarterly financial reports and regular phone calls over a period of one year after participating in the 1000BVAccelerator.

8. Impact measurement

- Measuring the impact of our support (expert training, hackathons and mentoring) is done for Selected Participants. This will be done through a survey and phone interviews on a yearly basis – up to three years after participating in the 1000BVAccelerator.

9. Other

- The Promoter is entitled to amend the 1000BVAccelerator at its discretion.

III. APPLICATION REQUIREMENTS

1. The 1000BVAccelerator is open to any Applicant that:

- is a Black-tech business led by *representatives of the Black community. **51% or more of the board and senior management team are from Black backgrounds, and are making the key strategic decisions for the company. By "making key decisions" we mean that decisions on core strategic and financial matters are taken by Black founders, not that consultation is undertaken as part of decisions that are subsequently taken by a group that is not Black-led.*
- generates revenue;
- seeks to support the Black community



- once chosen as a Selected Participant, shall not enter into any accelerator Programme or Incubator during their time on the 12-month 1000BVAccelerator.

If at any stage in the 1000BVAccelerator the Promoter discovers that the Applicant does not meet these criteria above, the Promoter may disqualify the Applicant with immediate effect.

2. To participate in the 1000BVAccelerator, one representative (the CEO or a Co-Founder) must be available to participate in the 1000BVAccelerator that they applied for taking place from 28 October 2020 to 21 October, 2021. These dates may be altered by the Promoter.
3. You should check your availability before applying for the 1000BVAccelerator. If you are unable to attend over 85% of the 1000BVAccelerator, then you must, at the request and discretion of the Promoter, appoint a substitute (who is also part of the organisation founding team or senior management) or, if no such replacement is available, withdraw from the 1000BVAccelerator.
4. You must be fluent in English. All 1000BVAccelerator workshops, hackathons, mentoring, pitches and other engagement will be conducted entirely using the English language. No interpreters or translations of materials will be provided.
5. Application and, if applicable, participation in the 1000BVAccelerator, is free of charge. See section VII for further details.
6. In exception of III.1. application is not possible for:
 - entities that are partially or fully owned and/ or controlled and/ or represented by people that are employed by 1000BVAccelerator at the date of application, or that have been employed by 1000BVAccelerator less than a year before the date of application;
 - entities that are contractors which have worked for the 1000BVAccelerator Team of 1000 Black Voices.



IV. KEY DATES FOR THE 1000 BLACK VOICES BLACK TECH ACCELERATOR

OCTOBER PROGRAMME: PRODUCTS AND SERVICES*

The global application process opens: 19.00 BST 01 October 2020

Applications close: 23.59 BST on 10 OCTOBER 2020

Shortlisted Participants are contacted for a Pitch (virtual) interview: 21 October 2020

Selected Participants confirmed and invited to the October 1000BVAccelerator: Prior to the programme commencement on 28 October 2020

*dates may be altered by the Promoter

V. THE APPLICATION PROCESS

Applicants need to complete the application form on the 1000 Black Voices website and supply the stated materials.

As part of the entry process, Applicants will be required to:

- complete a set of questions on the application form;
- share a copy of their company registration document;
- provide a pitch document; and
- agree to these Terms and Conditions.

You may have confidential information or material and/or business secrets, or information or material that, directly or indirectly, is protected by any intellectual property right. Promoter does neither solicit nor wishes to receive any such information or material from the Applicant, whether before, during or after the Programme. Any information or material submitted by the Applicant will be deemed not to be confidential, secret or, directly or indirectly, protected by any



intellectual property right. If, during the application process or during the 1000BVAccelerator, the Applicant finds itself in a situation where it is about to provide such information or material, it is obliged to refrain from doing so and, if the Applicant determines it is impossible or impractical to continue the application or participation in the 1000BVAccelerator without providing the Promoter with such information or material, to immediately withdraw from the application or 1000BVAccelerator. It is explicitly agreed that any consequence of the non-adherence of this clause by the Applicant is entirely for its own account and neither the Promoter nor any of its affiliates shall have any liability or obligation with respect to information or material provided by the Applicant in connection with the 1000BVAccelerator.

The Promoter reserves the right to conduct further background checks on the Applicant, the Representative and their business idea. This may include without limitation, civil and criminal court records and police reports on the Applicants, representatives and entity directors. By entering the 1000BVAccelerator, Applicant gives the Promoter permission to conduct such background and financial/criminal checks and if necessary shall provide such written authorisation as may be required to allow these to be carried out.

The Promoter reserves the right, at its sole discretion, to disqualify any Applicant that fails to authorise such checks or if, based on the results of the checks, the Promoter determines in its sole discretion that the Applicant is not a suitable candidate to participate in the 1000BVAccelerator, including, without limitation, because the Applicant's participation in the 1000BVAccelerator might reflect negatively on the Promoter or their related group companies.

Warranties by the Applicant. The Applicant represents and warrants to the Promoter that:

- a) its business does not and will not violate the rights (including Intellectual Property rights) of any third party;
- a) the Applicant, its representatives or directors have never been convicted of fraud or been declared bankrupt;
- b) none of its directors or former directors were disqualified as a company director;



- c) its business acts in conformity with all applicable legislation and regulations and will continue to do so;
- d) the Applicant (including its employees, directors, officers, agents or other representatives), in any relation to this Agreement did not and shall (i) not directly or indirectly (a) offer, promise or give to any third party (including any governmental official or political party's official, representative or candidate)), or (b) seek, accept or get promised for itself or for another party, any gift, payment, reward, consideration or benefit of any kind which would or could be construed as bribery or an illegal or corrupt practice, and (ii) comply with all applicable laws governing anti-bribery and corrupt gifts and practices (including the UK Bribery Act and the U.S. Foreign Corrupt Practices Act).
- e) it and its directors and (direct, indirect and ultimate (beneficial)) owners (and their directors) are not in any way connected to, part of, involved in or related to or under the control, management or ownership of:
 - o terrorists or terrorist organizations; or
 - o parties/persons (A) listed as (special) designated nationals/entities or blocked persons/entities, or (B) otherwise subject to trade embargo, or financial, economic and trade sanctions.
- f) the Applicant, its representatives and its directors have not and will not carry out any act or omission which may or does bring the Promoter into disrepute. Such acts comprise, but are not limited to, the acts or omissions that constitute the situations as referred under a to f.

If the Applicant acts in breach of one or more of the representations and warranties described under 6, or is in breach of any other obligation pursuant from these Terms & Conditions, the Applicant is obliged to immediately notify the Promoter of such event. Additionally, the Promoter is entitled to, with or without retroactive effect, wholly or partially, revoke the admission to the 1000BVAccelerator. In addition, the Promoter is entitled to all other legal remedies, among which the right to claim damages.



Data Protection: The Promoter will process any personal data collected as part of the entry process in accordance with 1000 Black Voices privacy policy.

VI. THE SELECTION PROCESS

All valid entries received will be assessed against the details on the application form and other information requested, and then shortlisted and judged by a panel of judges appointed by and on behalf of the Promoter (the “Judges”). The panel of judges will be made up of 1000 Black Voices experts. Judges have full discretion in reviewing applications and will do so in accordance with the following broad criteria.

- Genuine, scalable solution;
- Sound growth strategy;
- Structured financials and realistic projections;
- Established team and proven leadership;
- A positive impact on the Black Community

Stage 1 Initial screening, moderation & application assessment process: The applications will be subject to an initial screening by the 1000 Black Voices Team based on the above criteria. The applications of the top 10 based on rankings will be further assessed.

Stage 2: Pitch of top candidates: The top candidates remaining will be invited to pitch virtually.

Each shortlisted participant will be required to deliver a pitch presentation before the panel of Judges. Each shortlisted participant will be allocated approximately five minutes to present their business and scaling plan and approximately five minutes in which to respond to questions from the Judges.

Stage 3: Selection: On the basis of the pitch, together with all information and facts received prior, the Shortlisted Participants will be selected by the Judges. The Applicant shall be



contacted by telephone and/or email no later than 28 October 2020 for the October 2020 programme.

If attempted notification using all the contact details supplied by the Applicant at time of entry are returned as undeliverable, or if an Applicant cannot be verified within the time required, or if an Applicant is otherwise unable to accept their status as Shortlisted or Selected Participant and / or cannot attend the 1000BVAccelerator, or is otherwise ineligible, their selection as Shortlisted or Selected Participant will be forfeited and an alternative company, may be selected from reserves judged at the same time at the Promoter's sole discretion.

Any application that is found, at any time during the Selection Process, not to be in compliance with these Terms and Conditions or that otherwise contains prohibited or inappropriate content as determined by the Promoter, in its sole discretion, the Applicant may be disqualified. The Promoter shall have sole and final determination as to which applications are eligible to take part in the 1000BVAccelerator and no correspondence will be entered into.

VII. 1000 BLACK VOICES BLACK TECH ACCELERATOR

From October, 2020 the Selected Participants will attend a programme comprising a series of workshops, hackathons, leadership shadowing and mentoring sessions to assist them in further developing their business and scaling plan.

The 1000BVAccelerator covers workshops and sessions about strategy, leadership, ethics, cyber-security, intellectual property, marketing, digital transformation and various technologies such as artificial intelligence, cloud platforms, data-driven decision making, analytics and data insight, finance and investment readiness.

The Selected Participants participate in up to 3 Hackathons during the year with a focus on developing tech solutions for the Black community.

The Selected Participants receive up to 12 instances of mentoring from mentors chosen by the Promoter, focused on scaling up and developing a scaling plan that is worked on over the year.



The Selected Participants receive 1 leadership shadowing experience from leaders chosen by the Promoter, focusing on leadership.

Subject to Section VIII., the Selected Participants agree to provide the following high-level business information to the Promoter upon reasonable request of the Promoter during and after the end of the 1000BVAccelerator:

the percentage growth in revenue and profit during 1000BVAccelerator and thereafter;

the annual revenue of the business over the last 3 years or all years where the business has not been running for 3 years;

the growth of the business since participating in the 1000BVAccelerator (in terms of employee numbers and markets entered amongst other measures); and

general information about the future plans for the business and the projected growth of the business.

Such information may be used by the Promoter in public-facing articles, a public-facing impact report relating to the 1000 Black Voices, in statistics and data relating to the 1000BVAccelerator and the Promoter's corporate social responsibility contributions.

Selected Participants become part of the 1000BVAccelerator Alumni Network. This Network focuses on connecting organisations, startups, scaleups and experts that are working to create a more equitable society.

VIII. POST SELECTION ARRANGEMENTS

The Selected participants agree to provide the following high-level business information to the Promoter upon reasonable request of the Promoter during the 1000BVAccelerator:

- Quarterly progress reports of the project including budget update and learnings.



Such information may be used by the Promoter in a public-facing impact report relating to the 1000BVAccelerator, in statistics and data relating to the 1000BVAccelerator and the Promoter's contributions to society.

Participants become part of the 1000BVAccelerator Alumni Network. This network focuses on connecting organisations, startups, scaleups, experts and companies that are working to create a more equitable society.

IX. THE FINALE

The Finale is scheduled to take place at the end of the programme.

The Finale, each scaleup will have the opportunity to pitch in front of an expert panel.

Each scaleup will be required to deliver a presentation before the panel. Each scaleup will be allocated approximately five minutes to present their business and scaling plan and approximately five minutes in which to respond to questions from the panel. Precise details for your presentation will be prescribed and communicated to the participants as soon as they are finalised.

Presentations will be evaluated by the panel according to pre-mentioned criteria.

The panel will determine in their absolute discretion whether they want to invest. The deal and subsequent negotiation are not the responsibility of 1000BVAccelerator. Where investment is being made this will be communicated by the individual/ company interested. The panel are not obliged to invest.

The panel's decisions are final and binding on all matters relating to investing.

X. EXPENSES

Any costs, charges, taxes or expenses are for the account of the Representatives of the Selected Participant.



XI. MARKETING AND PROMOTION

All Shortlisted or Selected Participants agree to participate in any reasonable promotional and publicity activities related to the 1000BVAccelerator, to be determined by the Promoter. Such activities could include the use of the Applicant's business name, address, trademarks and logos, the Representative's name, photographs, voice and/or other likeness for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval.

Without prior written approval of the Promoter, applicants are not entitled to associate with the Promoter in any way.

XII. NON-SOLICITATION

Shortlisted Participants and Selected Participants, as of their selection as Shortlisted Participants until one year after the first day of the 1000BVAccelerator, undertake not to solicit any employee or independent contractor of the Promoter, nor shall they induce any employee or independent contractor associated with the Promoter to terminate or breach an employment, contractual or other relationship with the Promoter.

XIII. GENERAL

These Terms & Conditions set out the entire agreement between the Applicants, Shortlisted Participants, Selected Participants and the Promoter with respect to the 1000BVAccelerator.

These Terms & Conditions apply to the entire legal relation between the Applicant and the Promoter in relation to the 1000BVAccelerator. The Applicant accepts that the Promoter's decisions shall be final and binding in all respects relating to the 1000BVAccelerator.

The Selected Participants are entirely responsible for assessing and paying all applicable federal, provincial, state and local taxes in any respect of the 1000BVAccelerator including any income or withholding taxes, both in the country or countries of their business and in the country



where the events take place (where this occurs). There will be no event that the Promoter is or will be obliged to pay any withholding tax in relation to the Applicant.

These Terms & Conditions prevail in the event of any conflict or inconsistency with any other communications, including promotional materials.

The Promoter is not responsible for:

- entries or other communications which are misdirected, lost, delayed, damaged or corrupted during delivery to or from the Promoter due to any computer malfunction, virus, bug, delay, erroneous or any other reason whatsoever;
- lost, interrupted or unavailable network, server, telecommunications, Internet Service Provider (ISP), website, or other connections;
- computer hardware or software malfunctions, failures or difficulties;
- any incorrect or inaccurate information, whether caused by human error, site users, tampering, hacking, or by any equipment or programming associated with or utilized in the 1000BVAccelerator;
- for injury or damage to Applicants' or to any other person's computer related to or resulting from participating in the 1000BVAccelerator or downloading materials from or use of the 1000 Black Voices website; or;
- other errors or difficulties of any kind, whether human, mechanical, electronic, computer, network, typographical, printing or otherwise, relating to or in connection with the 1000BVAccelerator including, without limitation, errors or difficulties which may occur in connection with the administration of the processing of applications, the judging process, the announcement of the selected or in any related materials.

Persons who tamper with or abuse any aspect of the 1000BVAccelerator or any linked website or who are in violation of these Terms & Conditions, as solely determined by the Promoter, are liable to be disqualified and all associated entries will be void.



The Promoter reserves the right (i) at its sole discretion to suspend, modify or terminate the Selection Process at any time and for any reason, (ii) at its sole discretion to amend these terms and conditions at any time, and (iii) to withdraw part or all of the 1000BVAccelerator if it cannot be operated as envisaged, or cannot be operated as envisaged without disproportionate expense.

Application and participation in the 1000BVAccelerator are at the Applicant's own risk. Any advice, mentoring etc. given by or on behalf of the Promoter and in the context of the 1000BVAccelerator is provided free of charge. The consequences of following up (or not) any such advice is solely for the Applicant's account.

Applicants, by participating, agree that to the extent permissible under applicable law and unless in case of wilful conduct of severe negligence of the management of the Promoter, the Promoter, its parent, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by Applicants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, business or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the grant or participation in the 1000BVAccelerator including the Selection Process.

The Applicant shall indemnify the Promoter from any and all claims, liabilities, costs and expenses arising in any way from a breach of the Applicant's obligations, warranties or representations under these Terms & Conditions or in any way given as part of the 1000BVAccelerator.

Neither the participation in the 1000BVAccelerator nor the granting of any funding constitutes any form of influence, control or participation in the Applicant's business. The 1000BVAccelerator explicitly is not intended to constitute a distribution, agency, labour, instruction, joint venture, or cooperation agreement between the Applicant and the Promoter.



These Terms & Conditions, as well as the entire legal relationship between the Applicant and the promoter as far as it relates the 1000BVAccelerator shall be solely governed by the laws of the United Kingdom. Any conflict arising from or in relation to these Terms & Conditions and/or the 1000BVAccelerator shall be brought to the exclusive jurisdiction of the courts of the United Kingdom.

The Promoter is entitled to transfer it rights and obligations from these Terms & Conditions and any other rights and obligation in relation to the 1000BVAccelerator, as well as the contract itself, to third parties.