



LICENSE TERMS AND CONDITIONS

The Licensor of *The Beauty of Africa International Pageant (BAIP)*, No. 24 Orazi Road Mile 4, Port Harcourt, Rivers State, Nigeria, is the exclusive the Beauty of Africa International Pageant (BAIP) trade mark and sole brand owner as well as organizer of the Beauty of Africa International Pageant (hereinafter referred to as the “Contest”)

And the License, the official THE BEAUTY OF AFRICA INTERNATIONAL license holder who conducts a contest in the respective National Area to select a representative (hereinafter referred to as the “Delegate”) to participate in the African Final's of THE BEAUTY OF AFRICA INTERNATIONAL PAGEANT contest and delegate her to the Host Country, (both collectively referred to as the “parties”) UNDERTAKE AND AGREE AS FOLLOWS:

1 – National Contest

With effect from payment of the License fee which is offered in the accepted License Summary which constitutes with this License terms and conditions the License Agreement, the Licensor grants the Licensee the exclusive right to conduct its own National THE BEAUTY OF AFRICA INTERNATIONAL PAGEANT in the respective National Area (means the territory set out in the license summary) within the maturity of the License given.

2. Alternatively, the Licensee is entitled to select the Delegate within its existing National pageant by sending its National Winner, Runner-up or Holder of a separately elected THE BEAUTY OF AFRICA INTERNATIONAL PAGEANT title.
3. In case that the Licensee starts a new National contest under the License given, it shall notify the Licensor in writing within a month before the induction of the chosen name for the National contest. The name of the National contest shall be subject to the approval of the Licensor for compliance purpose only. In case of any changes, the Licensee has to notify the Licensor for permission before implementing a change.
4. The Licensee shall at its sole expense, finance and organize its national contest and promote the BEAUTY OF AFRICA INTERNATIONAL PAGEANT brand in the respective National Area.
5. The Licensee shall during the preparations and execution of its National contest observe all laws, rules and regulations within its National Area as well as all obligations, restrictions and stipulations of the License Agreement.
6. The Licensee shall give all Nationals of a country an equal fighting chance to take part in the National contest regardless of religion, race or any ludicrous factor.
7. Within two weeks after the conclusion of the National contest, it is mandatory that:
 - a). The Licensee sends to the Licensor via e-mail or facsimile all necessary information concerning its National contest. This includes the name and address of the National BEAUTY OF AFRICA INTERNATIONAL Title Holder and the names of the Runner-up as well as the date and the location the contest took place.

- b) The Licensee shall send to the Licensor the official program / schedule for the National contest, photographs and a copy of the broadcast film, if applicable. Please note that the Licensor assumes that everything forwarded to it by the Licensee (photos, videos etc) is at the Licensor's disposal and is therefore free of other copyrights.
8. Regardless of 1.2, the Licensor reserves the right to refuse a certain delegate on discreet grounds and will notify the Licensee. In case of such an incidence, the Licensee may appoint one of the Runners-up in place of the national winner or Delegate.

2- Requirements for the Delegate

1. The Licensee ensures that the Delegate is a National not younger than 17 years on Arrival Date in the Host Country and not older than 26 years on the date of The BEAUTY OF AFRICA INTERNATIONAL PAGEANT 2018 (African finals). In case that the Delegate is a minor a written consent of her parents or the lawful guardians is needed.
2. The Delegate must be a natural African woman, no criminal record, never married and not yet a mother.
3. The Delegate shall have a minimum height of 172 cm and a mode-like appearance.
4. Tattoos and piercings are only permitted when not visible, hidden under swimwear.
5. The Delegate must have a reasonable knowledge of and be able to understand and communicate in English.
6. The Delegate must be co-operative and willing to abide to advice given by the Licensor's or Host's authorized personnel.
7. The Delegate must possess all appropriate insurances, including without limitation medical cover, for the period of her stay in the Host Country.
8. The Delegate has a valid passport and obtained, if necessary, a visa for the Host Country.

3- License Fee

1. The Licensee has to pay the License fee plus any applicable added tax to the Licensor according to the terms of the License summary which will be countersigned and returned with the respective invoice by the Licensor.
2. The License fee has to be paid by bank transfer gross without deduction of any applicable withholding tax, other tax or bank charges.
3. The Licensee shall be solely responsible for any extra bank charges requested for by the bank or by any other means the money is being transferred including foreign exchange charges.

The Licensee shall solemnly:

1. Ensure that the Delegate read, understood and signed the Entry Form.
2. Put in its very best into explaining the full scope of THE BEAUTY OF AFRICA INTERNATIONAL PAGEANT/contest and obligations to parents, legal guardians and the Delegate likewise and for the knowledge of the above mentioned, translate this agreement and Entry form to the language of National Area.

3. Return the Entry form dully signed together with three colored photographs (head shot, full body shot and full body swimsuit shot) of the Delegate.
4. Ensure that the Delegate is physically mentally sound to take part in THE BEAUTY OF AFRICA INTERNATIONAL PAGEANT (African Final) and this includes preparing her for the various challenges which she may encounter during the competition and is responsible for her dispatch.
5. With the consent of the Licensor, be empowered to send in time a substitute for a cancelled Delegate. In case the Delegate skips and fails to attend, the Licensee will be charged with a penalty of USD 200 (in words: Two Hundred United States Dollars).
6. Provide the Delegate with a suitable means of transportation to the appropriate venue and a fully flexible return ticket from the designated venue back to her home following the deadlines appointed by the Licensor shortly after the staging of the Final. The Licensor reserves the right to make changes to the Date or Venue of THE BEAUTY OF AFRICA INTERNATIONAL PAGEANT (African final) hence all bookings should be flexible. Please note that the Licensee shall be solely responsible for all costs regarding the Delegate's travel between the venue and her home and any changes required concerning her travel date, time venue, etc).
7. Ensure that the Delegate arrives at the appropriate designated venue with a suitable wardrobe. A wardrobe adequate for all contest activities regarding but not limited to public appearances, rehearsals and gigs including at least one long evening gown, two cocktail dresses, one swimsuit (bikini or one-piece suit), one sport / sweat suit and one national costume with appropriate footwear and accessories; all clothing, footwear, toiletries and articles for the Delegate's daily use.
8. Ensure that the Delegates are aware that she is responsible for all personal expenses made by her during the period of the contest.
9. Ensure that the Delegate arrives at the appropriate Designated Venue with sufficient funds, at least USD 300 (in word: Three hundred United State Dollars) to cover the Delegate's incidental expenses, as e.g. excess baggage over 20 kg, laundry, telephone calls etc.
10. Enable the Licensor to take THE BEAUTY OF AFRICA INTERNATIONAL PAGEANT winner of the Contest under exclusive contract from the date of the election until the next Contest's final, the Licensee agrees that it will terminate all contracts between the Licensee and its Delegate as of the date as she becomes THE BEAUTY OF AFRICA INTERNATIONAL PAGEANT Queen of the respective year and has to inform the Delegate as a potential winner about this role.
11. At its sole expense put in its best into promoting its National contest with the use of modern, advance advertising, promotion and through different means of mass media. If through a website, the Licensee has to include a link to THE PAGEANT website and THE BEAUTY OF AFRICA INTERNATIONAL PAGEANT logo symbolizing its cooperation with us.
12. At its expense and our request place advertising for THE BEAUTY OF AFRICA INTERNATIONAL PAGEANT/contest which may include sponsors as well. This may include,
 - a). Advert at the venue of the National contest and all leaflets, invitations etc relating to the National contest;

- b) Ads on the home page of the National contest websites; and
 - c) At least a page spread on the program of events for the National contest.
13. Reserve exclusively for the Licensor, at no charge.
- a) The full right to broadcast clips, still and motion pictures and highlights from National contests worldwide. And it is required that the Licensee provides these materials at the Licensor's request.
 - b) The exclusive right to include for free at least 60 seconds of materials produced by the Licensor or the Licensor's Host at the Licensor's expense which will be broadcasted during the National show to promote the location of the BEAUTY OF AFRICA INTERNATIONAL PAGEANT (African Finals).
14. Apprise the Licensor of any intent to exploit the National contest in any way; be it through the BEAUTY OF AFRICA INTERNATIONAL PAGEANT logo (means the BEAUTY OF AFRICA INTERNATIONAL PAGEANT brand name or symbol in the format, design, size and colors or any other emblem associated with THE BEAUTY OF AFRICA INTERNATIONAL PAGEANT) or any intellectual property rights for merchandise articles or other legal purposes. To get an approval, the Licensee has to consent to the Licensor receiving a fair portion of any income gained during the exploitation.

7 – No Association or Agency

1. Nothing in the License Agreement shall constitute or be deemed to constitute a partnership between the parties, nor shall it constitute or to be deemed to constitute any party the agent of the other party for any purpose. The Licensee is not and shall not hold itself out as the agent of the Licensor and under no circumstances shall the Licensee have the authority neither to bind the Licensor nor to hold itself out to any third party as having such authority.
2. The Licensee not claims to represent the Licensor nor contract in its name nor pledge the credit of THE BEAUTY OF AFRICA INTERNATIONAL PAGEANT.
3. The Licensee shall not by any act or default brings or tends to bring the Licensor, Host or the Host's Organizer into disrepute or contempt.

8 – No Assignment

1. This License Agreement is earmarked for the Licensee only and the Licensee shall not, without the Licensor's prior written consent which may be withheld at the Licensor's absolute discretion assign, sub-license, transfer, mortgage, charge any rights or obligations of this License Agreement in whole or partial.
2. This stipulation shall not affect the Licensee's right to license TV rights in its National contest.

9 – No Third Party Rights

A person who is not a party to the License Agreement has no rights under it and may not enforce a right to, or enjoy a benefit of any term of it.

10 – Property Rights and Copyright

1. The property and all copyright of photographs, videos and slides shall be given to the Licensor upon receipt. The Licensee can under no circumstances ask for their return.

2. The Licensor is entitled to the sole and exclusive rights to r e c o r d, produce, publish, broadcast, televise and / or videotape all or any part of the Contest in which the Delegate participates. The Licensor shall have the rights to and exploit any or all the products arising – without the c o n s e n t of the licensee or the Delegate, nor a payment to them.

2. The Licensee agrees that it shall not by any act claim third party rights and shall not authorize any party to use intellectual property rights.

11 – Use of Trade Mark, Brand and Logo

1. The Licensee shall not use the BEAUTY OF AFRICA INTERNATIONAL PAGEANT's Trade Mark and Brand (means the BEAUTY OF AFRICA INTERNATIONAL PAGEANT symbol including the trademark applications and registration for the mark and any similar rights that may exist, registered or not registered which may belong to THE BEAUTY OF AFRICA INTERNATIONAL PAGEANT respectively the Licensor) as well as Logo in a manner which would suggest the Licensor's backing or involvement in relation to any activity unless the Licensor has given prior written approval for such use which may be withheld at the Licensor's absolute discretion.
2. The Licensee may use the Trade mark, Brand and Logo in the National Area either to publicize the National contest only as stipulated in the License Terms and conditions or to promote the BEAUTY OF AFRICA INTERNATIONAL PAGEANT/contest in accordance with the Licensor.
3. The Licensee shall document each promotional, published or other use of the Trade Mark, Brand and Logo and shall place all materials before the Licensor latest on Departure Date.
4. The Licensee shall not deal otherwise against any of the rights granted under this column whether through transfer, sub-license or in any other means.
5. The Licensee shall report any intruders which may try to breach or infract the Intellectual property Rights of THE BEAUTY OF AFRICA INTERNATIONAL PAGEANT and also the use or misuse of the trade Mark, Brand or Logo by third parties; be it in its National area or a visiting country.
6. In any encroachment proceedings or any other actions taken on trespassers by the Licensor, the Licensee agrees to assist the Licensor with any information we may require to stop such infringement. The Licensor shall pay all expenses incurred by the Licensee during this period for the purpose of assisting.

12 – Term and Termination

1. This License Agreement (means License term and Conditions and License summary) will go into effect after payment of the License fee and countersigning of the License summary by the Licensor and continues until 31 December of the relevant License year.
2. The Licensor may terminate the License Agreement if the Licensee is voluntarily or involuntarily adjudicated a bankrupt or reorganized.
3. In the event that the Licensee is in breach of any of the terms, conditions, warranties or undertakings herein, the Licensor may in its absolute discretion terminate the License Agreement forthwith and without notice to the Licensee.

4. The Licensee shall not during its term as a Licensee or following termination seek to register any domain name or trade mark which includes the "THE BEAUTY OF AFRICA INTERNATIONAL PAGEANT" Logo or name; therefore breaching the intellectual property Rights. The Domain name of "THE BEAUTY OF AFRICA INTERNATIONAL PAGEANT" is only acceptable during the validity of a License.

13 – Confidentiality

The Licensee acknowledges that any information from the Licensor relating to the contest or the License Agreement is very confidential. Hence, the Licensee shall not, and shall procure that no other person shall, at any time, without the written consent of the Licensor – whether before or after termination of this License Agreement - , proclaim or use – whether direct or indirect – for its own benefit or that of any other party, any such information unless such information has entered into the public other than by reason of a breach of the License Agreement.

14 – Amendment

1. This License summary is made in two identical counterparts, one for each party.
2. All changes and amendments to this License Agreement will be valid only if made in writing and signed by duly authorized representatives of the parties.
3. Either party may terminate the License Agreement with immediate effect by handing in a written notice to the other if there has been a breach of any of the stipulations by the other party and cannot remedy the breach within a given notice.
4. The Licensor may terminate the License Agreement on written notice to the Licensee in the event of any change of the control of the Licensee (means transfer of handing or authority to a third party in which it gains management control of the Licensee) and such control shall be determined by the Licensor's rational judgment.
5. The Licensor may terminate the License Agreement in an event of a loss of the Licensee or in the case of a mishap. Be it an illness which may render the Licensee incapable in the Licensor's judgment of managing its affairs or a situation where the Licensee is arrested, charged or convicted of any criminal offense under its National law or any foreign law.
6. Except the obviously stated, neither party shall have a further obligation to the other following the termination of the License Agreement.
7. The Licensee acknowledges that following the termination of the License Agreement the Licensor shall not be liable for any losses acquired directly or indirectly as a result of the termination.
8. Following the termination of the License Agreement the Licensee shall
 - a) Cease henceforth to make use of any intellectual property Rights, the Mark, Brand or Logo of THE BEAUTY OF AFRICA INTERNATIONAL PAGEANT throughout the world including on websites.
 - b) Cease all preparations for the conduct of a National BEAUTY OF AFRICA INTERNATIONAL PAGEANT/contest.

9. On termination of the License Agreement, all consents and authorizations given by the Licensor under this agreement shall be deemed to be withdrawn immediately.
10. If the License Agreement is terminated by the Licensor with cause, the Licensor shall under no obligation repay the License fee to the Licensee.

15 – Severability

If any court or arbitrating body finds any provision of this License Agreement to be invalid, unenforceable or illegal, the other provisions shall remain in force.

16 – Governing Law and Jurisdiction

1. The License Agreement is governed by the laws of the Federal Republic of Nigeria.
2. The parties agree that the Federal High Court of Nigeria is to have exclusive jurisdiction to settle any dispute out of or in connection with the License Agreement.