



KCB

BANK



**AFRICAN
LEADERSHIP
NETWORK**



LIONS' DEN APPLICATION FORM SEASON 1

You should give enough information to enable us assess your business idea but should not disclose any information, which is to be treated as commercially sensitive and confidential. You must NOT include any details on the application or process, which may be patentable unless you have secured the patent or this is pending – if you do disclose this it may invalidate any patent application you make later.

Kindly note that all applicants must have a KCB account. MINIMUM AMOUNT REQUIRED TO OPEN AN ACCOUNT IS KSHS 200. (Deposited into your account)

Open a KCB Bankika Account instantly on www.bankika.co.ke or visit your nearest branch and start the journey towards scaling up your business.

Benefits of the KCB Bankika Account:

- No monthly charges
- Transact conveniently by dialing *522# or using the KCB App
- Access free mentorship from industry leaders at www.bankika.co.ke
- Access loans at amazingly low interest rates
- Promote your business on the KCB Marketplace

PERSONAL DETAILS

Application Date:		KCB Account Number:	
Full Name:			
Age:		Date of Birth:	
ID/Passport Number:		Gender (Male/ Female):	
Mobile Number:		Email Address:	
Nationality:		Marital Status:	
Home Address:			
Work Address (If applicable):			
Present Occupation:			
Previous jobs (Please List):			
Home County:			
Do you consider yourself to have a disability? If yes please give a brief description of the disability:			

BUSINESS DETAILS

Name your business idea:	
Business idea county (please specify which county in Kenya your business idea will take place in)	
Tell us your Business /Product's Unique Selling Points:	
Describe your business idea in one line:	
List the visuals/props you be bringing into the Den for your pitch with the Lions':	
List the names and designations of those who will accompany you for the pitch to the Lions':	
Amount of investment required (Kshs):	
What percentage of equity do you plan to offer the Lions'?	
State the percentage (%) of equity you plan to offer the Lions':	
How much is your business currently worth?	

EXECUTIVE SUMMARY

In this section of the form you have the chance to sell yourself and the idea.

What problem does your business idea solve?	
Give a clear and comprehensive outline of your business (Remember to include details such as your target market, high level financials, including potential growth figures):	
What stage are you at with patent, copyright & trademark protection?	
Have you ever applied for a business loan to fund this current idea? (Y/N)	

<p>If yes, kindly specify details of loan and if the loan was not approved the reason why?</p>	
<p>Do you have a written business plan for this idea? (Y/N)</p>	
<p>ADDITIONAL INFORMATION</p>	
<p>Have you been on television before? (If yes please provide details of when, what show and if possible a link of the programme)</p>	
<p>Have you ever applied for any other business programmes? (If yes, please provide details)</p>	
<p>Where did you most recently hear about Lions' Den?</p>	
<p>In this section please provide us details about yourself – what drove you to create this business idea? What are you passionate about? What is your story? (min words 200)</p>	
<p>Do you have any criminal convictions or are you awaiting trial for criminal prosecution? (Please provide details)</p>	
<p>Have you ever been bankrupt or disqualified from being a director of a company?</p>	
<p>Do you give your explicit permission for KCB/QBF and any of its partners for Lion's Den to carry out a full background check to verify the details in this application at any time?</p>	

ENTREPRENEUR AVAILABILITY

Recordings take place in Nairobi. Should you be successful in being selected for the series, you will be required to attend a screen test and thereafter to attend 1 recording day, which could be a weekday or weekend. Kindly note that all costs associated with your travel will be borne by you.

Please indicate any dates you will definitely not be available for filming in July/Aug 2016):

MONITORING

KCB and QBF are committed to equal opportunities to all, irrespective of race, colour, creed, ethnic or national origins, gender, marital status, sexuality, disability or age

NOTE: KCB/QBF will only use your personal details for the purpose of selecting contestants for the Lions' Den series. Your information will also be used for statistical monitoring of Lions' Den applicants. Your information will be treated in the strictest confidence by KCB and QBF and its partners and will not be provided to any other party.

SIGNATURE

I confirm that the information given in this form is, to the best of my knowledge and belief, true and accurate. Please sign and print your name below:

SIGN

NAME

We regret that any employee or contractor of KCB and/or QBF / Lions' and/or host of the series and any affiliate partners are not eligible to apply and you undertake to make immediate and full disclosure to QBF of any other pre-existing connection you may have with any of the Lions' or the presenter of the series. You also confirm that you are 18 years old or over and you acknowledge that you may have to provide proof of age and identity. By signing the above you also confirm the following:

1. You are entitled to present your business proposal as a part of the series without having to obtain the permission or consent of any third party
2. That other persons may submit proposals which have similar or coincidental elements to yours
3. That KCB/QBF and its affiliates are under no obligation whatsoever to you if we choose one of those proposals instead of yours.
4. You agree to waive any claim you might have against us and to release us from any obligation to you in respect of any such other business proposal as may be submitted to us which are similar to or have coincidental elements in them with your proposal whether used in the series or otherwise.

Once this form is submitted electronically via www.bankika.co.ke no modifications and/or changes will be accepted. Hard copy forms must be submitted to any KCB Branch before Sunday, July 3rd 2016.

We regret that rejected applicants will not be communicated to by KCB and/or QBF and its affiliates. Please note that rejected candidates can still re-apply for a subsequent season of the series.

FOR OFFICIAL USE ONLY

This is to confirm customer details are captured accurately and KCB account number given is active.

Name of Staff:	Staff Number:
Branch:	Designation:
Date:	

Authorizing Official's Signature

Branch Stamp

ABOUT LIONS' DEN

From Dragon's Den to Shark Tank, this globally successful business TV show is now in Kenya as Lions' Den.

Aspiring entrepreneurs get to pitch their business ideas and products to a panel of Kenyan business moguls who have the cash and the know-how it takes to succeed.

Entrepreneurs will have to convince the Lions that their business is worth investing in and offer a share of their company in return.

The Lions have pledged millions of shillings of their own personal wealth towards investing in groundbreaking ideas through Lions' Den, powered by KCB Bank, the largest commercial bank in Eastern Africa.

But beware, it takes more than passion to convince these boardroom giants that an idea is worth their attention, and if the entrepreneurs disappoint or anger the Lions, they will walk away with nothing.

Do not enter the den unprepared. Lions can smell opportunity just as much as fear and failure.

RULES OF THE GAME

- Entrepreneurs must be aged 18 and over.
- Entrepreneurs must fill in the application form and consent to the Terms and Conditions
- Lions' will invest their own money.
- Entrepreneurs will have three uninterrupted minutes to pitch their idea.
- Entrepreneurs must state how much investment they are looking for and what equity they will offer the Lions' in return.
- Lions' will be given the time they need (not exceeding 1 hour) to ask the entrepreneur further questions about the business and decide whether or not they want to invest.
- Entrepreneurs must secure the full investment asked for or they leave empty handed.
- Visual aids are permitted for the pitch after prior inspection and approval by the production team.
- Lions' who are not interested in investing must declare themselves out and cannot re-enter negotiations.
- Lions' cannot confer but can enter into joint deals.
- Entrepreneurs can call on an advocate to help them with e.g. financial or marketing issues.
- Entrepreneurs must have the authority, if shares/joint ownership and a partner not present, to negotiate on equity.
- Entrepreneurs cannot bring crib sheets, prompts or financial questions but can bring proof of e.g. patents and granted order.
- Entrepreneurs can refuse offers.
- Lions' must not contact contributors direct afterwards if they have turned them down in the Den.
- Deals struck during the program are between the respective Lions' and contributors and subject to contract. NTV, QBF and KCB are not a party to such deals.

TERMS & CONDITIONS (CONSENT & RELEASE)

For the purpose of this Agreement, "Business Proposal" means, as applicable, any and all information, data, methods, ideas, presentations, and strategies, whether copyrighted, trademarked, or not, relating to the business idea proposed, including but not limited to the business plans, the products and/or services the business provides, the prototype and the models.

I understand that I am being considered as a contestant for the television series entitled 'LIONS' DEN' (the 'Program') to be produced by Quite bright films ltd, broadcasted by NTV and powered by KCB (the "PRODUCERS"). By signing this Consent and Release (the 'Agreement'), I represent that I have read, understood and voluntarily agree to abide by its terms and conditions. PRODUCERS require me to enter into this Agreement in order to be considered as a contestant on the Program, and I deem it to be in my best interest to enter into this Agreement. I acknowledge that by signing this Agreement, I will be giving up certain legal rights I may have against PRODUCERS, sponsors of the Program and others.

In consideration of being considered for and possibly selected to participate in the Program (notwithstanding whether or not I am selected as a contestant for the Program) and for other good and valuable consideration which I have received, I hereby represent and warrant that the following statements are true and correct and that I irrevocably agree to the terms and conditions contained herein:

1. I am aged 18 years and over.
2. I have answered the questions in the foregoing participant application and the business proposal or business submission form(s) relating to me and the business proposal truthfully, accurately and completely and will immediately inform producers if any information I have provided changes, is discovered by me to be false, inaccurate or incomplete or becomes false or incomplete. If any of the information I have provided is found and/or determined by producers in its sole discretion to be false, incomplete, inaccurate or otherwise misleading, producers reserves the right to immediately dismiss and disqualify me from the participant selection process and/or from the program, if selected.
3. I understand that producers have no obligation to interview me, to consider the business proposal, and/or to select me as a participant and even if I am selected as a participant, producers have no obligation to produce the program or exhibit it, even if it is produced. All decisions of producers concerning selection of participants and business proposals are final and not subject to challenge or appeal. Producers have no obligation to return any materials submitted by me as part of the participant selection process whether or not I am selected as a participant.
4. I understand that the principal purpose of the program is to produce a television program in which the participants try to convince one or more third party investors (the "lions") to invest a specific amount of money in the business proposal on terms and conditions to be negotiated with such lions. I acknowledge and confirm that producers do not guarantee that any transaction will be concluded with the lions, that the lions are free to negotiate the terms and conditions of their investment in the business proposal, if any, at their discretion, and that producers will in no event be held liable for the acts or omissions of the lions.
5. I understand that any agreement with the lions is not guaranteed by the producers, and may then be subject to further negotiations between the participants and the lions. I understand that the producers do not represent the lions and that none of the lions represent the producers or is authorized to incur any obligation on behalf of the producers.
6. I hereby irrevocably consent to producers' filming, taping and/or recording of me, with or without my knowledge, for use in connection with the production and exploitation of the program. I hereby grant to producers, its assignees, licensees, agents and affiliates, the right in any and all media now known or hereafter devised throughout the universe in perpetuity to use and reuse my appearance and the business proposal during all phases of production of the program (including but not limited to the interview and audition process), including but not limited to, the right to use my name, voice, likeness, biographical information and the business proposal, in any manner, whatsoever at producer's sole discretion and as producers see fit. I understand and agree that the telecast or other exploitation of the program episode(s) in which I appear, if any, and any exploitation of my appearance, name, likeness, voice, conversation, sounds, biographical information and business proposal, as the same may be edited, cut, altered, rearranged, adapted, dubbed or otherwise revised, if applicable by producers, will not entitle me to receive any wages, benefits, fees, compensation or other consideration whatsoever.
7. I agree to follow all of producers' rules, directions and instructions in all matters relating to the program, which rules are subject to change at producers' sole discretion. I will accept any and all decisions of producers and/or lions (including but not limited to decisions concerning the audition process, interpretation of rules, eliminations and advancements in the competition, and all decisions relating to the program) as final and acknowledge that the interests of the program shall override those of any participant.
8. I agree that my selection as a participant is within producers' sole discretion and that producers are not obligated to select me. If I am selected, I agree that producers are not obligated to have me appear on, or to broadcast my appearance on, the program and may disqualify me at any time in its sole discretion. In addition,

- if I am disqualified from the program or the audition process for the program, producers may make any explanation or announcement, on-air or otherwise, which producers may choose as to the reason why I was disqualified.
9. I acknowledge and agree that producers may, at any time and in its sole discretion, add, remove or replace participants for any reason or for no reason whatsoever.
10. I understand that I may reveal, and other parties may reveal, information about me that is of a personal, private, embarrassing or unfavourable nature, which information may be factual and/or fictional. I further understand that my appearance, depiction and/or portrayal in the program may be disparaging, defamatory, embarrassing or of an otherwise unfavourable nature which may expose me to public ridicule, humiliation or condemnation. I acknowledge and agree that producers shall have the right to (a) include any or all such information and any or all such appearances, depictions or portrayals in the program as edited by producers in its sole discretion, and (b) to broadcast and otherwise exploit the program containing any or all such information and any or all such appearances, depictions or portrayals in any manner whatsoever in any and all media now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity.
11. I understand and acknowledge that I may need to undergo investigations into my background, which may include reviews of civil and criminal records, financial, credit and employment history, and any other type of background or psychological checks deemed necessary by producers, and I agree to sign all necessary consents or other documents in connection therewith.
12. I am not, nor is any immediate family member (including unrelated persons living in the same household) an employee, shareholder, officer, director, agent or representative of producers, the lions or any company owned by any of the judges, known sponsors of the program, any station initially airing the program, and/or their respective parent, subsidiaries, or affiliated companies, licensees, partners and assigns. To the best of my knowledge, I do not know anyone who is now, or has been in the past two (2) years, an employee, agent or representative of producers, the lions or any company owned by any of the lions, known sponsors of the program, any station initially airing the program, and/or their respective parent, subsidiaries, or affiliated companies, licensees, partners and assigns. If the foregoing is not true, please explain in the section below.
13. I am not currently a member of any performing arts union or guild. If I am, or have ever been, a member of any performing arts union or guild, I agree that my participation as a participant on the program or in the audition process therefore, if any, does not constitute a performance or appearance as defined by any performing arts union or guild, nor does it entitle me to any wages or salary or other similar compensation.
14. I do not currently have any outstanding warrants or restraining orders against me, nor have I been reported to any law enforcement agency as a missing person or a runaway. I have never been arrested or convicted of a criminal offence, except as follows [please list dates and locations of arrest and/or conviction, outcome of charges (including, if applicable, sentencing) and a brief description of the alleged offence(s) in the section below]
15. I have not and will not enter into any commercial or other sponsorship agreement or arrangement with any person, firm or company with respect to my appearance on or in connection with the program, if any, without producers' prior approval.
16. I shall not use, or authorise others to use, any name, logo, brand, trademark or official mark of NTV, QBF or KCB including this program's name or logo (collectively, "QBF marks"). I acknowledge and agree that any use or display of any NTV/QBF or KCB marks will require QBF's prior written approval. For greater clarity, I further acknowledge and agree that any use or display of the program's name or logo in connection with advertising my products or services will require QBF's prior written approval
17. I represent and warrant, that to the best of my knowledge, I am the sole author of and rights holder in the business proposal.
18. I confirm and agree that my submission of the business proposal to producers is the result of my own initiative and is not in confidence, and that no confidential or fiduciary relationship exists or is to be implied between producers and me, whether by reason of this agreement, my submission of the business proposal to producers or otherwise. I consent to the disclosure of the business proposal to sponsors of the program.
19. With respect to the business proposal, I represent and warrant the following:
- I have the exclusive and unconditional right and authority to enter into this agreement and to submit the business proposal to producers in connection with the program;
 - That no person or company has any rights or interests in the business proposal;
 - That the rights to the business proposal are free and clear of any liens, claims or encumbrances;
 - That there has not been and currently is no claim, action, suit or proceeding relating to the business proposal or the intellectual property rights in the business proposal;
 - That I have no reason to believe that any intellectual property rights I have in the business proposal are invalid or unenforceable for any reason;
 - That I hereby bind myself and all others claiming under or through me to adhere fully to the terms and conditions of this agreement.
20. I acknowledge and agree that, except as expressly stated in this agreement, there is no agreement between producers and myself, or any of the lions and myself, express or implied, relating to the business proposal, my submission of the business proposal to producers and/or producers' acceptance of the submission or the business proposal, and no promises or representations have been made to me to induce me to enter into this agreement and/or to submit the business proposal.
21. I request that the producers examine and consider my business proposal in connection with my participation to the program, and agree that the producers' acceptance of my application for examination and consideration will not in any way guarantee the utilisation of my business proposal for the program, and that if it is used for the program, it will not guarantee a participation in the program, or a deal with the lions, and will not obligate producers to compensate me in any way, and that I have no expectation of receiving any compensation.
22. I acknowledge that the business proposal will be reviewed under guidelines set at producers' discretion and that I will be notified if there is interest in the business proposal. If there is no interest in using the business proposal in connection with the program, producers are not obligated to offer an explanation and have no further obligation to me whatsoever.
23. I acknowledge and agree that it is my own responsibility to ensure that all of my rights in the business proposal and otherwise have been properly secured and will not be prejudiced through my participation in the program, and that any disclosures made by me relating to myself or the business proposal will comply with all applicable legislation, including any securities law.
24. I acknowledge and agree that, by submitting the application form, the business proposal, including the design, use and operation thereof, may be publicly shown and described in detail on national television. Such disclosure may adversely affect my interests in the business proposal, including, without limitation, the ability to prevent against theft of the business proposal, and the protection of the business proposal through the acquisition of intellectual property rights, such as patents, trademarks and/or copyrights.
25. I represent, warrant and agree that in no event shall I assert against producers, the lions, licensees, sponsors, assigns, officers, agents or employees (the "released parties") any claim or action based on plagiarism, idea theft, infringement of intellectual property, confidential relationship, implied contract, unfair competition or any other theory arising out of producers' or the lions' examination of the business proposal or any alleged use or exploitation by producers of the business proposal or any elements of the business proposal. I agree to impose the provisions of this paragraph on any third party to whom I may assign the business proposal.
26. I acknowledge that producers, the lions, and each of their respective parents, subsidiaries or affiliated entities and their respective employees, agents, representatives, officers, directors, are not providing legal, business, product design, accounting, marketing or any other professional services or advice to me, and that I am solely responsible for seeking my own legal counsel and other advisors to ensure that my rights and obligations are protected and discharged.
27. I acknowledge, agree and understand that, separate and apart from the program, the producers, the lions and other participants are currently in the process of designing new products, developing new business plans and methods for conducting business, etc., and I agree that I will not at any time seek legal remedies against any of the above mentioned entities for their development, acquisition, manufacture or distribution of any product/service/method similar or identical to that of the business proposal. I agree to impose the provisions of this paragraph on any third party to whom I may assign the business proposal.
28. If I display or perform in the program, any photographs, published works, and/or other artistic materials, including but not limited to, songs which are not registered with a performance rights society, then I will have obtained all of the rights, clearances and releases necessary for producers to exploit said materials on or in connection with the program and the exploitation thereof and that all such photographs, published works and/or other artistic materials shall meet nationwide public standards of decency and shall not be deemed inappropriate by a reasonable person. I hereby agree to defend, indemnify and hold harmless producers as to the provisions of this paragraph.
29. I hereby irrevocably agree that I will not sue or claim against any of the other participants in the program or the released parties for any damage, loss or harm to me or my property howsoever caused, resulting or arising out of or in connection with any defect in and/or failure of equipment, warnings or instructions, or my preparation for, participation and appearance in or elimination from the program or activities associated with the program. I acknowledge that there is a possibility that after my execution of this consent and release, I will discover facts or incur or suffer claims which were unknown or unsuspected at the time this consent and release was executed and which, if known by me at that time, may have materially affected my decision to execute this consent and release. I acknowledge and agree that by reason of this consent and release, I am assuming any risk of such unknown facts and such unknown and unsuspected claims.
30. I agree to indemnify the released parties and to hold the released parties harmless from any and all liability, claim, action, damage, expense, and loss of any kind caused by or arising out of any statement, action or failure to act by me during or in connection with my participation on the program and the audition process therefore.
31. No breach of this agreement shall entitle me to terminate or rescind the rights granted to producers herein. I hereby waive the right, in the event of any such breach by producers, to equitable relief or to enjoin, restrain or interfere with the exercise of any of the granted rights, it being my understanding that my sole remedy shall be the right to recover monetary damages with respect to any such breach.
32. Any and all information disclosed to or obtained by me concerning or relating to the program, the participants, the business proposals, the events contained in the program, the outcome of the program or any part thereof, producers, the lions and the terms and conditions of this consent and release shall be strictly confidential for a period of four (4) years following the execution hereof. I agree that I will not disclose to any third party any information which I have had or will have access to concerning the program, the other participants, friends or families, producers, the lions, or the producers' programming or other services, or the terms and conditions of this consent and release, except as required to fulfil my obligations hereunder, as expressly authorized by producers in writing, or as required by law. I also agree that I will not disclose any such information to any participant, individual or entity including, without limitation, any members of the press. I further agree not to make disparaging remarks about the program or any elements thereof, including but not limited to any third party business proposal. I acknowledge that any disclosure of such information will constitute a material breach of this consent and release and will cause producers substantial and irreparable injury and will cause substantial damages, entitling producers to, among other things: injunctive or other equitable relief without posting any bond, to prevent and/or cure any breach or threatened breach of this paragraph by me.
33. I affirm that neither I, nor anyone acting for me gave or agreed to give anything of value to any member of the production staff, anyone associated in any manner with producers. I understand that producers' policy prohibits such payments, and I further understand that it is a criminal offence, unless disclosed to producers prior to broadcast, for any such arrangement or my acceptance or agreement to accept anything of value to promote any product, service or venture on the air. I am also aware that it is a criminal offence to use any prepared material containing such a promotion where I know the writer received consideration for it and fail to disclose this to producers prior to broadcast. I shall notify producers immediately if any person attempts to induce me to violate the foregoing or to do anything dishonest.
34. I agree that this consent and release shall be governed by the Laws of Kenya for contracts entered into and wholly performed therein.
35. I have been given ample opportunity to read, and I have carefully read, this entire agreement. In addition, I have been given the opportunity to, and am hereby advised to, have this agreement reviewed by legal counsel of my choice. I certify that I have made an investigation of the facts relevant to this agreement and of all the matters pertaining thereto as I have deemed necessary, that I fully understand the contents of this agreement, that I am of sound mind, and that I intend and agree to be legally bound by this agreement. Each statement, which I have made in this agreement, is true. The name given below is my legal name. After I (and my parent or legal guardian, if applicable) have signed this agreement where indicated below, the foregoing shall constitute a binding and enforceable agreement between myself (us) and producers.