

2020 IATA Ground Handling Conference Innovator Competition (IGHC Innovator 2020)

Terms & Conditions

GENERAL INFORMATION

- 1. Information on how to enter the IATA Ground Handling Conference Innovator (IGHC Innovator 2020) competition (the "**Competition**") and the prize details that form part of these terms and conditions of entry (the "**Terms and Conditions**"). Entering the Competition is deemed to be acceptance of these Terms and Conditions. Entries not in accordance with these Terms and Conditions are deemed ineligible.
- 2. The Sponsor of the Competition is the International Air Transport Association ("**IATA**" or the "**Sponsor**"), having its Head Office at 800 Place Victoria, Montreal, Quebec, Canada H4Z 1M1 and its Executive Offices at 33 Route de l'Aéroport, P.O. Box 416, CH-1215 Geneva 15 Airport, Switzerland.
- 3. In addition to the specific requirements set out in these Terms and Conditions, the Competition is comprised of two parts:
 - a. The Initial Application Process (see part A below); and
 - b. The Competition (see part B below).
- 4. Entrants must comply with each part of the Competition and the Terms and Conditions in order to be eligible to receive any of the prizes referred to in the Terms and Conditions.
- 5. The IGHC Innovator 2020 is an exclusively skill-based competition without any element of chance.

PART A

Eligibility of Entry and the Initial Registration Process

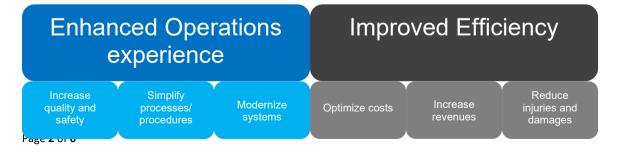
- 6. No purchase or financial participation is required to enter the Competition or win the prize.
- 7. Entry is open only to individuals, teams or enterprises (**Entrants**) who submit an application for the duration of the Eligibility Period (between 09:00am (UTC) on Friday 07 February 2020 and to 06:00pm (UTC) on Monday 06 April 2020 and who, in the case of individuals, are at the time of entry, eighteen (18) years of age or older.
- 8. Entrants may only enter the Competition once, either as:
 - a. Individuals; or



- b. Members of a team (with an unlimited number of individuals in each team), as long as the Entrants are from the same company or enterprise.
- 9. Only new submissions will be considered. No submissions from previous IGHCs competitions maybe submitted for consideration in 2020.
- 10. All documents shall be submitted in the English Language
- 11. To enter the Competition, Entrants must register their interest in participating in the Competition by:
 - a. Providing their personal details at www.iata.org/ighc-innovator ("Competition Website");
 - b. Completing and submitting an online form at the Competition Website (Online Form) between 09:00am (UTC) Period (between 09:00am (UTC) on Friday 07 February 2020 and to 06:00pm (UTC) on Monday 06 April 2020
 - c. Attaching proposals to address one of the objectives of the IGHC Innovator 2020.
 - d. Agreeing to be subject to these Terms and Conditions by clicking the "I Agree" button on the online form.
- 12. Entrants are responsible for ensuring that their contact details submitted to IATA are correct. Entrants forfeit their right to claim prizes in the event that their contact details are inaccurate or incomplete.
- 13. Entrants must have a valid passport (including expiry date delay for entry into Mexico and visa, if applicable) for travel to the Final Round during the 2020 IATA Ground Handling Conference ("**IGHC 2020**") in Mexico City, Mexico, which will take place from May 17 -20, 2020. If an Entrant is shortlisted as a finalist, that Entrant may not present its proposal at the 2020 IGHC unless such Entrant has a valid passport (and visa if applicable). It is the responsibility of each Entrant, and, where the Entrant is a team, of each member of the Entrant, to ensure that he or she is to able travel to the location of the 2020 IGHC for the final round presentation. Please note that from the date that the shortlisted finalists are announced, Entrants will have at least twenty (20) days to organize a passport/visa if required.

Entry into the competition

- 14. To enter the Competition, Entrants must lodge their submission using the template provided on the Competition Website (<u>www.iata.org/ighc-innovator</u>). Submissions not using the template may not be accepted.
- 15. The innovative nomination submitted (business concept, product or service), shall address at least one of the following objectives





PART B

Selection process

- 16. A panel of independent judges (the "**Jury**") will be asked to evaluate the entries received and shortlist three (3) finalists.
- 17. The Jury will consist of industry experts and independent consultants. Their names will be published on the Competition Website (<u>www.iata.org/ighc-innovator</u>).
- 18. The shortlisted finalists will be invited to introduce their innovative product/service during the IGHC Innovator Introduction session at the IGHC 2020.
- 19. The winning entry will then be selected by the IGHC 2020 delegates through a voting website and announced during the IGHC Innovator The Final Round session at the IGHC 2020.

Selection criteria

- 20. The Jury will be asked to evaluate the entries received based upon their innovativeness, coherence to the objectives, potential for value creation, and the likelihood of achieving success in implementation based upon individual's or the team's plan and experience. The Jury will evaluate all entries submitted that best meet the scope. Submissions will be judged on the following criteria:
 - Eligibility of the application
 - Innovativeness of product/service
 - Scalability of product/service
 - Ease and quality of implementation

Prizes and presentation

- 21. Access to IGHC 2020:
 - a. Entry pass to IGHC 2020 will be free for one (1) individual for every Entrant that is shortlisted as a finalist. In other words, where an Entrant is a team, additional members of the team will have to pay for their own entry pass.
 - b. Each shortlisted finalist will be given a 5-minute presentation slot at the IGHC 2020 to present their respective product/service.
- 22. There is no prize money awarded. The winner of the best product/service will be awarded with a trophy and an entry pass to the 2021 IATA Ground Handling Conference ("IGHC 2021") for one (1) individual.
- 23. The winner is responsible for any federal, state, and local tax consequences and for compliance with all governmental reporting and payment requirements.
- 24. In addition to the trophy for the successful product/service, the IGHC Innovator offers the following:



- a. Networking: IGHC Innovator offers the opportunity to connect with management from airlines, ground service providers, manufacturers and other aviation industry organizations.
- b. Recognition: The winner of the IGHC Innovator 2020 shall receive industry recognition in addition to the trophy.

Use of Personal Information

25. By entering the Competition, each Entrant agrees:

To the use of the Entrant's name, title, employer, company name or any other personal information, without compensation, royalty or remuneration of any kind, and without prior notice or further consent, for IATA's communications, promotional and marketing purposes, and the Entrant hereby grants IATA the authorization and license to do so. All personal information and data will be stored and shared through a secured system, and such information and data will not be shared with a third party or used for prospection by IATA. All Entrants can at any time contact IATA using contact information available through the IATA Website (www.iata.org) to enquire about their personal information stored in IATA databases. The Entrants understand and acknowledge that content posted on Facebook or any other social media is subject to the terms and conditions attaching to the relevant social media platform for which IATA has no control over or liability in respect to any use, appropriation, sharing of pictures and likeness on social media or comments or actions of third parties on such platforms.

General

- 26. IATA reserves the right to verify the validity of entries and to disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with the Terms and Conditions. IATA will not accept any late or misdirected entries.
- 27. The Entrants retain all rights, title and interest to the submission, including all accompanying documentation (together, the "**Submission**"), submitted to the Sponsor in the context of this Competition. For further clarity, the Sponsor does not own the Submission. Each Entrant however allows the Sponsor and the Jury to reproduce and distribute the Submission among the relevant members of the Jury, for the sole purpose of reviewing the Submission and designation of the Competition finalists and eventual winners. The Sponsor shall not otherwise disclose or distribute the Submission, and shall not appropriate or use in any manner, the business and other ideas, or content found in the Submission. The Jury shall be subject to the same standards of confidentiality and will be limited in their ability to use, disclose or reproduce the Submission as set out above.
- 28. In the event the Entrant is selected as a finalist and presents at the IGHC 2020, the Entrant acknowledges that it is a public presentation and neither the Sponsor nor the Jury has any control over, and will not be liable for, any use or illegal appropriation of the content expressed in the presentation, by third parties that may be in attendance. In that context, each finalist acknowledges that they are fully responsible for the format and content of their presentation.
- 29. IATA reserves the right to modify and amend these terms and conditions, and suspend,



delay or cancel the Competition at any time in its sole discretion. IATA disclaims any form of liability in respect to any damages an Entrant may incur or claim to have incurred, including without limitation any indirect, consequential, reputational and exemplary damages, and IATA make no representations and offers no promises or warranties in respect to any matter relating to any Competition entry.

- 30. IATA's decision in relation to any and all aspects of the Competition is final and binding on every person who enters and no correspondence will be entered into.
- 31. Disqualification of any individual or team which IATA has reason to believe has breached any of the Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the Competition, is at IATA's discretion.
- 32. IATA is not responsible for any problems or technical malfunction of any telephone network or lines, computer or online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, delay or error in postal service or any combination thereof, including but not limited to any injury or damage to Eligible Entrants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Competition. IATA is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilized in this Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorized access to or alteration of entries.
- 33. If for any reason this Competition is not capable of running as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of IATA which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, IATA reserves the right, subject to any written directions given under applicable law, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Competition. IATA reserves all rights to recover damages and/or other compensation as may be deemed appropriate from such an offender.
- 34. In the event of war, terrorism, a state of emergency or a disaster, IATA reserves the right (subject to any written directions under applicable law) to cancel, terminate, modify or suspend the Competition. IATA may also refuse entry into the competition to any individual or company subject to economic sanctions which would violate IATA's legal obligations.
- 35. This Competition is subject to all applicable laws.
- 36. Entry in the Competition is deemed an acceptance of the terms and conditions governing the Competition.
- 37. LIMITATION OF LIABILITY: IATA, ITS AFFILIATES, SUBSIDIARIES, ADVERTISING



AND PROMOTIONAL AGENCIES, ANY INTERNET OR ON-LINE ACCESS PROVIDERS OR ANY OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AND AGENTS SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS BY ENTRANT FOR ANY DAMAGE, LOSS OR LIABILITY TO PERSON OR PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY REASON OF ENTERING THE COMPETITION, THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, OR WHILE PREPARING FOR, OR PARTICIPATING IN ANY PRIZE-RELATED ACTIVITY. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition, but in no event, attorneys' fees. IATA and its promotion and advertising agencies are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by the IATA, users or by any of the equipment or programming associated with or utilized in the Competition or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the Competition.

38. This Competition will be governed by the laws of New York. The Winners will be announced at the IGHC 2020 and all finalists and winner(s) will be announced on the IATA website at www.iata.org/ighc-innovator